2019 Multifamily Uniform Application
19368

Sweetwater Springs

BOCHI 2019 Sweetwater, LP
Jeff Beaver
404 E. McKinney Avenue
Albertville, Alabama
(256) 878-6054
Tab 1

Application Certification
2019 Multifamily Uniform Application Certification

Development Name: **Sweetwater Springs**

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

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

**BOCHI 2019 Sweetwater, LP**

By: [Signature]

**Jeff Markey**

**Member**

**Title**

**2/22/2019**

Date

Sworn to and subscribed before me on the 22 day of February, 2019

by [Signature]

Jeff Markey

(Personalized Seal)

ROBBYE G MEYER
Notary ID #3875925
My Commission Expires February 4, 2023

Notary Public Signature

Texas

Notary Public, State of

Travis

County of

2/4/2023

My Commission Expires:

2/22/2019

Date

2/14/2019
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, Appraisal and Site Design and Feasibility Report, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that the Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing term sheets) or failure to resolve application deficiencies timely subsequent to submission may delay completion of Department staff’s review and/or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Pursuant to 10 TAC §11.201(6)(B) Applicants requesting to be on the May, June or July Board meetings are advised that such Applications will not be prioritized for review and processing based on timing constraints associated with the Competitive HTC program. Further, the Applicant is encouraged to review 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, the Multifamily Housing Revenue Bond Rules at 10 TAC Chapter 12, the 2019 4% HTC and Tax Exempt Bond Process Manual and the 2019 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the Application.

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

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>75 Day Deadline</th>
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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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<td>May 23, 2019</td>
<td>March 8, 2019</td>
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<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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<td>July 25, 2019</td>
<td>May 10, 2019</td>
</tr>
<tr>
<td>September 5, 2019</td>
<td>June 21, 2019</td>
</tr>
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</table>

2/28/2019
Tab 2

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

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

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

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

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

Note: If any disclosures are indicated regarding 10 TAC §11.101(a)(3), submit the Neighborhood Risk Factors Report Packet (NRFR) located on the Department's website [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

- 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 \( (\text{select one box as applicable}) \)

- 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 \( (\text{select one box as applicable}) \)

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

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

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

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

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

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

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

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

☑️ 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.
2019 REVISED Development Owner's Certification

By:

Signature
Jeff Markey

Printed Name
Member

Title
February 22, 2019

Date

THE STATE OF Texas

§

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared
Jeff Markey, 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 22 day of February, 2019

ROBBIE G MEYER
Notary ID #3875925
My Commission Expires
February 4, 2023

Notary Public Signature
Tab 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Neither Applicant nor any other member of the Development Team has failed to cure any past due fees owed to the Department within the 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

Jeff Markey

Printed Name

Member

Title

February 22, 2019

Date

THE STATE OF Texas §

COUNTY OF Travis §

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

Jeff Markey, 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 22 day of February, 2019

[Seal]

ROBBY G MEYER
Notary ID #3875925
My Commission Expires
February 4, 2023

Notary Public Signature

[Seal]
2019 REVISED Applicant Eligibility Certification

By:  
Signature of Authorized Representative

Todd Erickson
Printed Name

Member
Title

February 22, 2019
Date

THE STATE OF Texas §
COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Todd Erickson, 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 22 day of February, 2019

[Notary Public Seal]

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: ________________________________
Signature of Authorized Representative

Jeff Beaver
Printed Name

Member
Title

February 19, 2019
Date

THE STATE OF  Alabama  §

COUNTY OF Marshall  §

Before me, a notary public, on this day personally appeared Jeff Beaver, 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 19 day of February 2019.

(Seal)

LISA SAINT
NOTARY PUBLIC

APRIL 13, 2020

ALABAMA STATE AT LARGE

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: Ralph Fullerton

Signature of Authorized Representative

Ralph Fullerton

Printed Name

Member

Title

February 19, 2019

Date

THE STATE OF Alabama

COUNTY OF Marshall

§

§

§

Before me, a notary public, on this day personally appeared Ralph Fullerton, 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 19 day of February, 2019

(Seal)

Lisa Saint
Notary Public Signature

Page 6 of 6

February 13, 2019
2019 REVISED Applicant Eligibility Certification

By: Robbye G. Meyer

Signature of Authorized Representative

Printed Name

Member

Title

February 20, 2019

Date

THE STATE OF Texas

COUNTY OF Travis

§

§

Before me, a notary public, on this day personally appeared Robbye G. Meyer, 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 20 day of February, 2019

(Seal)

Andrew R. Barlaam
Notary Public

Notary Public Signature

Page 6 of 6

February 13, 2019
Tab 4

HOME Development Certification
Multifamily Direct Loan Certification (10 TAC Chapter 13)

Multifamily Direct Loan Certification is included behind this tab.

Multifamily Direct Loan Certification is not applicable to this Application.

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

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

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Tab 5

Applicant Information Page
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Jeff Beaver</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>(256) 878-6054</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jeff@olympiaconstruction.net">jeff@olympiaconstruction.net</a></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>404 E. McKinney Avenue</td>
</tr>
<tr>
<td>City</td>
<td>Albertville</td>
</tr>
<tr>
<td>State</td>
<td>AL</td>
</tr>
<tr>
<td>Zip</td>
<td>35950</td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Jeff Markey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>(512) 507-5984</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:jmarkey@bouldincapital.com">jmarkey@bouldincapital.com</a></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact *(if applicable)*

<table>
<thead>
<tr>
<th>Name</th>
<th>Robbye Meyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>(512) 963-2555</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:robbie@arxadvantage.net">robbie@arxadvantage.net</a></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>1305 Dusky Thrush Trail</td>
</tr>
<tr>
<td>City</td>
<td>Austin</td>
</tr>
<tr>
<td>State</td>
<td>TX</td>
</tr>
<tr>
<td>Zip</td>
<td>78746</td>
</tr>
</tbody>
</table>
Tab 6

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

<table>
<thead>
<tr>
<th>Criteria Promoting Development of High Quality Housing</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>
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<tr>
<td><strong>High Quality Housing Total</strong></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criteria to Serve and Support Texans Most In Need</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>0</td>
</tr>
<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>0</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>9</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>0</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
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<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
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<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
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</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Serve and Support Texans Most in Need Total</strong></td>
<td></td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criteria Promoting Community Support and Engagement</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>0</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>0</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>0</td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td>0</td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td>0</td>
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<tr>
<td><strong>Community Support and Engagement Total</strong></td>
<td></td>
<td>10</td>
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</table>

<table>
<thead>
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<th>Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
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<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>0</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>0</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>0</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
<td></td>
<td>31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Point Deductions</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>§11.9(f)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>67</td>
</tr>
</tbody>
</table>
Tab 7

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

- **Address**: NW Georgia Avenue between Hubbard Street and Throckmorton Street
- **City**: Sweetwater
- **ETJ?**: No
- **Region**: 2
- **Zip**: 79556
- **County**: Nolan
- **Rural/Urban**: Rural

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

- **Census Tract Number**: 48353950400 (11 digits)
- **No QT?**: Yes
- **Median Household Income**: 26935.00
- **Quartile**: 44
- **Poverty Rate**: 23.2

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

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

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

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

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

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

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

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

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

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

- **Development Site is appropriately zoned?**: Yes
- **Zoning Designation**: Central Business - H
- **Flood Zone Designation**: X
- **Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds)**: N/A

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.

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

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

## 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Sweetwater</th>
<th>ETJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>NW Georgia Avenue between Hubbard Street and Throckmorton Street</td>
<td>Nolan</td>
<td>Rural</td>
</tr>
<tr>
<td>2</td>
<td>79556</td>
<td>No</td>
</tr>
</tbody>
</table>

## 2. Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48353950400</td>
<td>26935.00</td>
<td>4q</td>
<td>23.2</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)]

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

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

- **Yes** Development Site is appropriately zoned?
- **Central Business - H** Zoning Designation
- **Entire Development Site is outside the 100 year floodplain.**
- **N/A** Flood Zone Designation
- **N/A** Farmland Designation


Confirm the following supporting documents are provided behind this tab.

- **NA** Statement explaining *how* the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- **NA** DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.
8. 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>X through X</td>
<td>2016</td>
</tr>
<tr>
<td>Southeast EL</td>
<td>K</td>
<td>Yes</td>
</tr>
<tr>
<td>East Ridge EL</td>
<td>2</td>
<td>Yes</td>
</tr>
<tr>
<td>Sweetwater Int</td>
<td>4</td>
<td>Yes</td>
</tr>
<tr>
<td>Sweetwater MS</td>
<td>6</td>
<td>Yes</td>
</tr>
<tr>
<td>Sweetwater HS</td>
<td>9</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Account for each year for each school.

NA Applicant requests waiver of rules.

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

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

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

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

9 Waiver of Rules [10 TAC §11.207]

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

School Name

Southeast EL
East Ridge EL
Sweetwater Int
Sweetwater MS
Sweetwater HS

Account for each year for each school.
Tab 8

Supporting Documentation for the Site Information Form Part I

• Street Map with Site Drawn and Identified
• Census Tract Map
• Evidence of Zoning
• Evidence of Flood Zone Designation
• School Attendance Verification
• TEA Accountability Scores
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](https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t)

Resolutions:

- Twice the State Average of Units Per Capita Resolution
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b

Zoning and Floodplain

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

Farmland Designation

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

Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](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)

- School Attendance Zone Map with Development labeled;

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

- NA 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

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

- NA 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.

2/28/2019
Sweetwater Springs Proposed Site
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
February 20, 2019

Jeff Markey
Bouldin Communities LLC
3801 N. Capital of Texas Hwy., Suite E-204 #435
Austin, Texas 78746

RE: Zoning NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas - Multifamily use.

Dear Mr. Markey,

The proposed Sweetwater Springs development is located in the City of Sweetwater. The current zoning for the property is Central Business – “H” and the property is properly zoned for the intended multifamily development which is covered in the foregoing district of “E-1” Dwelling District which includes multiple-family dwellings.

Sincerely,

Crystal Thomas

Crystal Thomas
City Services / Planning & Development
From: Laura Bedgood  
Sent: Friday, February 22, 2019 10:49 AM  
To: mark@arxadvantage.com  
Subject: Campuses in Sweetwater, TX

Southeast Elementary: Kindergarten and 1st grade  
East Ridge Elementary: 2nd and 3rd grades  
Sweetwater Intermediate School: 4th and 5th grades  
Sweetwater Middle School: 6th, 7th, and 8th grades  
Sweetwater High School: 9th, 10th, 11th, and 12th grades

Laura Bedgood  
Administrative Assistant  
Superintendent's Office  
Sweetwater ISD  
325-235-8601 Ext. 104

Onward...Upward...Ever Forward
# Texas Education Agency

## 2018 A-F Accountability Listing

### District/Campus Name | School Type | Grades Served | Alt Ed | Eco Dis | Overall | Student Achievement | Academic Growth | Relative Performance | Closing the Gaps | Support Label |
<table>
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<td>EE - PK</td>
<td>No 100.0</td>
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<td>82</td>
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<td>Not Rated</td>
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<td>04 - 05</td>
<td>No 71.5</td>
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<td>09 - 12</td>
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<td>79</td>
<td>Impr Reqd</td>
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<td>Met Standard</td>
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</table>
Tab 9

Site Information Form Part II
Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

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

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

AND

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

OR

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

Contiguous Census Tract # ________ Contiguous Tract Quartile ________

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

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.

- full service grocery store (1 point)(4 miles)
- pharmacy (1 point)(4 miles)
- health-related facility (1 point)(4 miles)
- licensed center serving children (1 point)(4 miles)
- public library (1 point)(4 miles)
- public park w/playground (1 point)(4 miles)
- university or community college (1 point)(15 miles)
- indoor recreation facility available to public (1 point)(3 miles)
- outdoor recreation facility available to public (1 point)(3 miles)
- community, civic or service organization (1 point)(3 miles)
- delivered meals service (1 point)

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.

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

Application is seeking points for Opportunity Index. Total Points Claimed: 0

2/28/2019
### Applications may qualify for up to five (5) points for proposed Developments located in ONE of the following areas:

- Wholly or partially within a Colonia (2 points);
  (Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within the boundaries of an Economically Distressed Area (1 point);
  (Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);
- Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);
- An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

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

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

**Total Points Claimed:**

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

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

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

**Total Points Claimed:**

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

**Region:** 2  Rural

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

**Application is seeking points for Concerted Revitalization.**

**Total Points Claimed:**

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

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

**Application is seeking points for Declared Disaster Area.**

**Total Points Claimed:** 10

---

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: | 0 |
Tab 10

Supporting Documentation for the Site Information Form Part I and II

- Census Tract Boundary Map
- Map of Community Assets
- Community Asset Supporting Documentation
- Declared Disaster Area
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)
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate
  (https://www.neighborhoodscout.com)
- 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 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 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.
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 in a county declared by FEMA to be a disaster area eligible for individual assistance in the last calendar year (only required if county is not included on the list and Applicant believes it should be).

  
  Certification for closing

  Acknowledgement(s) of closing date from lenders and syndicator

  Certification for construction contract

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

  Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

**QCT for 2019**

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<th>Tract</th>
<th>County</th>
<th>State</th>
<th>Status (2019)</th>
<th>Poverty Rate</th>
<th>Ratio of Tract Median Income to Tract Income Limit</th>
<th>Full Tract Number</th>
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<td>Nolan County</td>
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<td>23.8%</td>
<td>0.805</td>
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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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<th>Haskell</th>
<th>Lubbock</th>
<th>San Patricio</th>
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1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
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<td></td>
<td><strong>NA</strong></td>
<td><strong>7.421</strong></td>
</tr>
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</table>

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

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

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

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
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</thead>
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<tr>
<td>Stanley Morris</td>
<td>Stanley Morris</td>
<td><strong>904 E Broadway</strong></td>
<td><strong>Sweetwater</strong></td>
<td>TX</td>
<td><strong>79556</strong></td>
<td><strong>No</strong></td>
</tr>
</tbody>
</table>

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

   If "Yes," please explain:

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>All listed above</td>
<td>None</td>
</tr>
</tbody>
</table>

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

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

   **Expiration of Contract or Option:** **7/15/2020**  **Anticipated Closing Date:** **1/15/2020**

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

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

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

   - **NA** Evidence of an easement, leasehold, or similar documented access; and
# Site Information Form Part III

## 1. Site Acreage

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.5</td>
<td>7.4</td>
<td>NA</td>
<td>7.421</td>
</tr>
</tbody>
</table>

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

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

Site Control used estimate. Site Plan and ESA relied on the current survey with the vacated plat of Coke Street.

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stanley Morris</td>
<td>Stanley Morris</td>
<td>904 E Broadway</td>
<td>Sweetwater</td>
<td>TX</td>
<td>79556</td>
<td>3/20/2013</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain:

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

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>All listed above</td>
<td>None</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

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

**Expiration of Contract or Option:** 7/15/2020  
**Anticipated Closing Date:** 1/15/2020

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

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

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

- **NA** Evidence of an easement, leasehold, or similar documented access; and
1. **Site Acreage**
   Please identify site acreage as listed in each of the following exhibits/documents.

   - **Site Control:** 7.421
   - **Site Plan:** 7.4
   - **Appraisal:** NA
   - **ESA:** 7.421

   The full acreage is 7.421 assuming Coke street is vacated so it does include the Coke Street easement. Please provide an explanation of any discrepancies in site acreage below:

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

   - **Entity Name:** Stanley Morris
   - **Contact Name:** Stanley Morris
   - **Address:** 904 E Broadway, Sweetwater, TX 79556, 3/20/2013

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?
   - If "Yes," please explain:
   - If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

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

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

   - **Name:**
     - **Relationship:** None
     - All listed above

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

   - **Expiration of Contract or Option:** 7/15/2020
   - **Anticipated Closing Date:** 1/15/2020
     - Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
     - NA The Property has the following encumbrance(s):

3. **Ingress/Egress and Easements [9% and 4% HTC Only] [10 TAC §11.204(10)(D)]**
   If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:
   - **NA** Evidence of an easement, leasehold, or similar documented access; and
Development qualifies for the boost for:

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

If a revised form is submitted, date of submission: _______
Tab 12

Support Documentation from Site Information
Part III

- Site Control Documentation
- Title Commitment or Policy
Site Control Documentation

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

Ingress/Egress and Easements

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

Increase in Eligible Basis (30% Boost)

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

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
STEWART TITLE OF AUSTIN, LLC
RECEIPT OF EARNEST MONEY

Receipt of Earnest Money, in the amount of $2,500.00 from Bouldin Communities, LLC.
in the form of a company check is acknowledged this the 15th of February, 2019.

Stewart Title of Austin, LLC

By: 

Name: Mandy Dean-Knotts
Title: Escrow Officer
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made effective as of the 14th day of February, 2019 (the "Agreement Date") by and between BOULDIN COMMUNITIES, LLC, a Texas limited liability corporation and/or its successors or assigns (the "Purchaser") and STANLEY MORRIS (collectively the "Seller").

RE bâtals:

A. Seller (i) owns that certain Five Point Five Nine Sever (7.421 +/-) acres, more or less, of unimproved real property located at NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas, as more particularly shown on the attached Exhibit "A", which Purchaser wishes to purchase (the "Property"), improvements of any nature located on the Property and all fixtures attached or affixed thereto. The Property shall also include all, easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to or running with the Property, or related to the Property and belonging to the Seller.

B. Seller now desires to sell the Property to Purchaser, and Purchaser desires to Purchase the Property from Seller, upon the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell and Purchaser to purchase the Property upon the terms and conditions hereinafter provided.

2. Purchase Price; Earnest Money

2.1 Purchase Price. The purchase price for the Property shall be ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($120,000.00). The Purchase Price shall be payable in cash at Closing, as Seller shall designate in writing to Purchaser, with credit given for the amount of the Earnest Money held by the Escrow Agent.

2.2 Earnest Money. Purchaser shall deliver to Stewart Title Company, Mandy Dean, Austin, TX (the "Escrow Agent"), Earnest Money deposits due and payable as follows:

(a) Within 5 business days of execution of this Agreement, the sum of Twenty-Five Hundred AND NO/100 DOLLARS ($2,500.00) (the "Initial Escrow Deposit"); and,

(b) Within five (5) business days following the earlier of (i) receipt by Purchaser of a final allocation of sufficient housing tax credits from the Texas Department of Housing and Community Affairs ("TDHCA"), or (ii) August 15, 2019, (whichever applies is to be the "Tax Credit Allocation Date"), the sum of Five Thousand AND NO/100 DOLLARS ($5,000.00) (the "Second Escrow Deposit") with Two Thousand Five Hundred AND NO/100 DOLLARS ($2,500.00) of the Second Escrow Deposit immediately released to Seller and the entire Second Escrow Deposit applicable to the purchase price.
2.2.1. On or before March 15, 2019, if this Agreement has not theretofore been terminated by Purchaser, FIFTEEN HUNDRED AND NO/100 DOLLARS ($1,500.00) of the Initial Escrow Deposit shall become non-refundable, immediately released to Seller and applicable to Purchase Price.

2.2.2. Notwithstanding the ultimate disposition of the Earnest Money pursuant to the terms of this Agreement, all interest thereon shall accrue to, and be paid to Purchaser from time to time, but in all events, upon the release, return or application of the Earnest Money as provided hereunder.

2.2.3. In the event of: (i) any termination of this Agreement by Purchaser on or before the receipt by Purchaser of a final allocation of sufficient housing tax credits from the TDHCA or November 30, 2019 (the "Due Diligence Period"); (ii) any Permitted Termination (as defined hereunder) prior to Closing Date; or, (iii) any breach of this Agreement by Seller, all Earnest Money and any other monies held in escrow by Escrow Agent, other than One Hundred and No/100 Dollars ($100.00) to be delivered to Seller as consideration for entering into this Agreement, shall be refunded to Purchaser, and Purchaser shall have no further liability under this Agreement, except for the survival of certain provisions as herein specifically provided.

2.2.4. In the event of any termination of this agreement not falling within section 2.2.2 above, all Earnest Money and any other monies held in escrow by Escrow Agent shall be delivered to Seller.

3. Closing.

3.1. Closing Date. If all conditions to closing are satisfied, "Closing" shall be held on or before January 15, 2020, unless extended pursuant to Section 3.2 hereunder (the "Closing Date"), or on such date prior to the Closing Date as may be agreed upon by Purchaser and Seller, at a location in Austin, Texas or by mail courier if acceptable to the parties.

3.2. Closing Extension. Purchaser shall have up to three extension options to extend the Closing Date for sixty (60) days per each extension. To exercise any extension option, Purchaser shall deposit independent consideration to Escrow Agent, for each option exercised, in the sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) (if paid, said funds shall be non-applicable to the purchase price and immediately released to Seller).

3.3. Purchaser Required to Deliver. At Closing, Purchaser shall deliver to Seller the Purchase Price in the form set forth in Section 2.1, above.

3.4. Seller Required to Deliver. On or before the Closing, Seller shall deliver to Purchaser the following, which shall have been prepared by Purchaser and executed by Seller:

3.4.1. A duly executed and acknowledged Warranty Deed, in recordable form conveying fee title to the Property, as required by Section 4 hereunder, in favor of Purchaser.

3.4.2. Such information, affidavits, easements and documents as may be reasonably required by the Title Company and which are customary in such transactions.
3.4.3. Certificates of Seller that its representations and warranties contained in this Agreement are true, correct and complete at the time of Closing and shall survive Closing for such periods as hereinafter specifically provided, and that all corporate, company and/or partnership records reflect the consent and approval of all entities required for the consummation of the contemplated sale of property.

3.5. Prorations. The following shall be prorated as of the Closing Date: All non-delinquent real and personal property taxes and other approved assessments related to the Property, which are then due and payable.

4. Conveyance of Property. At the Closing, Seller shall execute and deliver to Purchaser a general warranty deed with full warranties of title, conveying marketable fee simple title to the Property, free and clear of all mortgages, security deeds, other security instruments, liens, encumbrances, tenancies, and restrictions (including condemnation proceedings) of any kind and nature other than then current state and county ad valorem taxes not yet due and payable, and such other items as Purchaser shall have agreed to accept as restrictions or encumbrances upon title. Seller, in the general warranty deed conveying title to the Property as provided hereinafore, shall warrant unconditionally that title to the Property is marketable and, in addition to being marketable, is free and clear of all mortgages, security deeds, other security instruments, liens, encumbrances, tenancies, and restrictions (including condemnation proceedings) other than current state and county ad valorem taxes, Seller's rights of occupancy in accordance with the terms hereof, and such other items as Purchaser shall have in writing agreed to accept as restrictions upon title.

4.1. Mineral Reservation (with Waiver of Surface Use). The Seller will reserve the following mineral interests and the deed from Seller to Buyer will contain the following reservation:

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's heirs and assigns, all of the interest of Grantor in and to the oil, gas and other minerals in and under and that may be produced from the above described property, however, Grantor for itself, heirs, successors and assigns does hereby waive, and by these presents does waive and surrender forever, all rights of every kind and character whatsoever to enter upon or use the surface of the Property without limit, any legal right or authority to enter upon or use any portion of the surface of the property conveyed herein for any purpose whatsoever including without limitation the purpose of accessing, developing, exploring for, producing, mining, transporting, storing, marketing or drilling for said oil, gas and other minerals. Notwithstanding the above waiver, Grantor shall have every right to access said reserved minerals lying under and beneath, or that may be saved and produced from the herein conveyed property by means which do not disturb the surface of the property, including obtaining access by pooling, unitization, horizontal drilling, or other subsurface and non-invasive measures.

5. Survey.

5.1 Purchaser may cause a survey (hereinafter referred to as the "Survey") to be made of the Property by a Texas Registered Land Surveyor (hereinafter referred to as the "Surveyor") and to deliver a copy of the survey to the Seller. The Survey shall reflect the acreage of the Property to the nearest One One-Thousandth (1/1000) acre.

5.2 Purchaser shall deliver three (3) prints of the Survey, together with a legally sufficient description of the metes and bounds of the Property based on the Survey, to Seller no later than thirty (30) days prior to the Closing, whereupon said description shall become a part of this Agreement without the necessity of any further action by any of the parties hereto.
6. **Tests, Borings and Examinations.** Seller will permit representatives of Purchaser to enter upon the Property for the purposes of conducting soil tests, borings, and any other tests, survey, inspections, or examinations that Purchaser desires in regard to the Property. Purchaser shall hold Seller harmless for any and all costs, expenses, liabilities and damages resulting from the performance by Purchaser or Purchaser's representatives of such tests, inspections, or examinations, and shall deliver to Seller copies of such tests, surveys, etc., within ten (10) days of receipt by Purchaser or Purchaser's Agent.

7. **Examination of Title and Defects in Title.** Purchaser shall have until thirty (30) days prior to Closing Date to examine Seller's title to the Property and to furnish Seller with a written statement of defects in such title, which defects, should they exist at the time of Closing, would make Seller unable to convey title to the Property as provided in Section 4 herein. Seller shall have ten (10) days after receipt by Seller of such written statement of defects or until the date of Closing, whichever period shall be the greater, in which to cure all defects, whether reported to Seller by Purchaser as provided for in this Section 7 or otherwise known to Seller. Seller agrees to use its best efforts to cure such defects promptly. Purchaser shall also have right, at Purchaser's sole election and in Purchaser's sole discretion, to waive any defect in title known to Purchaser by giving notice in writing to Seller of the specific defect which Purchaser waives, whereupon Purchaser may close the transaction in accordance with this Contract.

8. **Warranties of Seller.** Seller warrants to Purchaser as follows:

8.1 Seller has the right, power and authority to enter into this contract and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other person or entity to purchase the Property.

8.2 To the best of Seller's knowledge, the Property complies with, conforms to and obeys all laws, ordinances, rules, regulations, and requirements existing of all governmental authorities or agencies having jurisdiction over the Property, and any requirement contained in any hazard insurance policy covering the Property or board of fire underwriters or other body exercising similar functions which are applicable to the Property or to any part thereof or which are applicable to the use or manner of use, occupancy, possession or operation of the Property. To the best of Seller's knowledge, but without additional inquiry, neither the Property nor any portion thereof violates any zoning, building, fire, health, pollution, subdivision, environmental protection or waste disposal ordinance, code, law or regulation or any requirement contained in any hazard insurance policy covering the Property; and Seller shall give prompt notice to Purchaser of any such violation which shall be received by Seller prior to Closing.

8.3 Seller has not received notice of and is not aware of any suits, judgments, or violations relating to or at the Property of any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law or regulation which has not been heretofore corrected; that there is no suit or judgment presently pending or, to the best knowledge and belief of Seller, threatened which would create a lien upon the Property in the hands of Purchaser after Closing; and Seller shall give prompt notice to Purchaser of any such suit or judgment filed, entered or threatened prior to Closing.

8.4 There are no pending or to the best of Seller's knowledge, no threatened or contemplated eminent domain proceedings affecting the Property or any part thereof; and Seller shall give prompt notice to Purchaser of any such proceedings which occur or are threatened prior to Closing.

8.5 To the best of Seller's knowledge, there are no pending or no contemplated changes in the present status of zoning of the Property, other than any rezoning proceeding undertaken by
Purchaser, and Seller shall give prompt notice to Purchaser of any such proposed changes of which Seller is aware prior to the Closing.

8.6 The Seller is not involved in any bankruptcy, reorganization or insolvency proceeding.

8.7 All taxes, assessments, water charges and sewer charges affecting the Property or both or any part of either thereof due and payable at the time of the Closing shall have been paid. All special assessments which are or will become a lien known to the Seller at the time of Closing on the Property shall also have been paid and discharged whether or not payable in installments.

8.8 There are no parties in possession of the Property or entitled to possession thereof other than Seller.

8.9 Water, sewer, electricity, telephone and cable television service are available to site via the access road.

8.10 Hazardous Materials. Except as previously disclosed in writing to Purchaser by Seller, to the best of Seller's knowledge: (i) the Property has not in the past been used and is not presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste"; (ii) there has not been and is not presently leaching or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Property; (iii) no buried, semi-buried or otherwise placed tanks, storage vessels, drums, or containers of any kind located on the Property used for the storage of hazardous waste, hazardous substances or toxic material; (iv) there no asbestos containing materials located on the Property; (v) no construction material used in any improvements located at the Property contains any substance or material presently known to be a hazardous substance or toxic material; (vi) Seller has not disposed upon the Property any hazardous substances on or below the surface of the Property or within two thousand (2,000) feet of the boundary thereof including, without limitation, contamination of the soil, subsoil or groundwater; and (vii) the Property is not in violation of any law, rule or regulation of any government entity having jurisdiction thereof or which exposes Purchaser to liability to third parties. The terms "hazardous waste", "hazardous substances" and toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sect. 960 et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Sect. 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sect 9601 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

Without limiting the other provisions of this Agreement, Seller shall cooperate with Purchaser's investigation of matters relating to the foregoing provisions of this Section and provide access to and copies of all data and/or documents dealing with potentially hazardous materials used at the Property and any disposal practices followed. Seller agrees that Purchaser may make inquiries of governmental agencies regarding such matters, without liability to Purchaser for the outcome of such discussions.

9. Termination. In addition to all other rights of Purchaser under this Agreement as provided by law (and not in lieu of any such rights), Purchaser, at Purchaser's sole election and in Purchaser's sole discretion, may cancel and terminate this Agreement by written notice to Seller and the Earnest Money shall be returned to Purchaser if any one or more of the following conditions or states of
fact shall exist on the Closing Date (the "Permitted Termination") (but, in the alternative, Purchaser may in writing, at Purchaser's sole election and in Purchaser's sole discretion, decline to cancel and terminate this Agreement by reason of any such condition or state of fact, and proceed to consummate the transaction contemplated hereby):

9.1 Any proceeding filed or commenced by any governmental authority or other agency having powers of condemnation concerning the Property or any portion thereof;

9.2 The Property or any portion thereof shall be substantially damaged or destroyed by fire, vandalism, or by force of nature or act of God;

9.3 Seller shall not have cured any valid objections to or defects in title as required by and within the time prescribed in Section 7 hereinabove;

9.4 The failure of any of Seller's warranties set forth in Section 8 hereinabove to be true and correct on the date of Closing in the same manner and with the same effect as if then made, Seller hereby expressly agreeing that Seller will not cause or permit any action to be taken or omitted between the date hereinabove first written and the date of Closing which would cause any of such representations to be untrue on the date of Closing;

9.5 Failure of Seller to deliver to Purchaser at Closing, the general warranty deed described in Section 4 hereinabove;

9.6 Failure of Seller to deliver to Purchaser at Closing an affidavit of Seller stating that there are no outstanding indebtedness, security agreements, financing statements, or title retention contracts concerning any improvements, equipment, appliances, or other fixtures attached to the Property; that there are no unpaid or unsatisfied mortgages, security deeds, liens, or other encumbrances which could constitute a lien against the Property except those matters set forth in Section 7; that there are no disputes concerning the location of the lines and corners of the Property; that there are no pending suits, proceedings, judgments, bankruptcies, liens, or executions against or affecting Seller in either the County in which the Property is located or any other County in the State of Texas which would affect title to the Property; that there are no outstanding bills incurred for labor and materials used in making improvements or repairs on the Property or for services of architects, surveyors, or engineers incurred in connection therewith which have not been provided for in such a manner as to permit an owner's policy of title insurance to issue to Purchaser without exception for mechanics' or materialmen's liens; and that Seller is not subject to withholding under IRC 1445;

9.7 Termination of the Agreement by Purchaser, at its sole and absolute discretion, occurs on or before the last day of the Due Diligence Period.

9.8 Termination of the Agreement under the provisions of Section 10.2 hereunder.


10.1 If necessary, the Purchaser shall apply with the appropriate zoning body of the Sweetwater Planning and Zoning Commission, City of Sweetwater, Texas (the "Zoning Authority"), and pursue in a timely and diligent manner the rezoning of the Property from its present Zoning Classification to a Zoning Classification with conditions acceptable to Purchaser to allow for a minimum of seventy (70) apartment units (a "Unit") on the Property. The Seller agrees to sign the necessary documents in order for the Purchaser to seek such rezoning on Seller's behalf and to file such applications, letters of intent, and other documents and information as the Purchaser reasonably deems appropriate in seeking such rezoning.
10.2 If Purchaser's application for such rezoning has not been duly and validly approved by the Zoning Authority and the "Date of Final Rezoning" (as defined below) has not occurred before one hundred and twenty (120) days after the Application Date, then the Purchaser may, by written notice delivered to the Seller, terminate this Agreement thereby causing a release of the Earnest Money in accordance with Paragraph 2.2.3.

10.3 The "Date of Final Rezoning" means the date on which the following conditions are first satisfied: (i) the Property has been duly rezoned by the Zoning Authority, pursuant to Seller's application for rezoning, to a Zoning Classification that will allow the construction and operation of a minimum of seventy (70) Units and with conditions acceptable to Purchaser; (ii) all periods, if any provided or permitted by law for administrative or judicial appeal of such rezoning have expired; and (iii) all suits or appeals, if any, challenging such rezoning have been dismissed finally and conclusively in favor of such rezoning.

11. Annexation Matters.

Not Applicable

12. Possession of Property. Seller shall deliver possession of the Property to Purchaser at Closing.


13.1 Brokers. Seller will pay Principal Broker the fee specified by separate written commission agreement between the Principal Broker and Seller. The Principal Broker will pay the Cooperating Broker the fee specified by separate agreement.

13.2 Principal Broker: Scott Morgan
Broker/Agent: Scott Morgan, Morgan Real Estate
Address: PO Box 608, Sweetwater, TX 79566
Phone: 325.338.2673
Email: Scott@morgane.com
Represents: Stanley Morris

Cooperating Broker: N/A
Broker/Agent: N/A
Address: N/A
Phone: N/A
Email: N/A
Represents: N/A

13.3 At closing, Seller will pay: 5.0% of the sales price to the Principal Broker and 0.0% of the sales price to the Cooperating Broker. The cash fees will be paid in Travis County, Texas. Seller authorizes escrow agent to pay the brokers from the Seller's proceeds at closing.


14.1 Purchaser's Costs. Purchaser shall pay Purchaser's legal fees, financing source fees, including fees for third party reports required by the Lenders, costs of all inspections of the Property; with respect to the Purchaser's debt financing, all recording taxes and fees, documentary stamps, intangible taxes and other fees, charges and expenses of delivering or recording the documents
which evidence or secure such debt, title search fees for owner's and mortgagee's title insurance policies, and survey.

14.2. **Seller's Costs.** Seller shall pay Seller's legal fees, any prepayment or other penalties or fees payable in connection with the payoff of existing indebtedness on the Property, and any transfer, stamp, real estate conveyance or similar tax payable on the transfer of the Property, all special taxes, rollback taxes or assessments to the Closing Date and all recording fees relating to title clearance matters.

14.3. **Other Costs.** All costs or expenses incurred in the performance of the parties' respective obligations hereunder and of the consummation of the transactions contemplated herein that have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense.

15. **Liqui]dated Damages to Seller, Remedies of Purchaser.** In the event that Purchaser refuses to accept title to the Property as required by this Contract, or otherwise defaults in Purchaser's obligations hereunder, through no fault of Seller, the Earnest Money shall be retained by Seller as fixed and full liquidated damages, subject to the provisions of section 2 above, and in such event neither the Purchaser nor Seller shall have any further rights or obligations hereunder or any remedies provided by law or equity. In the event that Seller refuses to convey title to the Property when required by this Contract to do so, or otherwise defaults in Seller's obligations hereunder, Purchaser shall be entitled to exercise all rights and remedies available at law or in equity, including, without limitation, specific performance.

16. **Prior Discussions and Amendments.** This Contract supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Property and all other matters contained herein, and constitute the sole and entire agreement between Seller and Purchaser with respect thereto. This Contract may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

17. **Successors and Assigns.** This Contract shall apply to, inure to the benefit of, and be binding upon and enforceable against Seller and Purchaser and their respective heirs, successors and assigns to the same extent as if specified at length throughout this contract. Purchaser may assign this Contract to any individual, corporation, syndicate, or other business entity, which shall agree to assume each of Purchaser's obligations hereunder, and, upon assumption, Purchaser shall be released from all obligations hereunder. Purchaser may direct that title to the Property or any portion thereof be conveyed to Purchaser or its nominee.

18. **Counterparts.** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

19. **Time of the Essence.** Time is of the essence of this Contract.

20. **Governing Law.** This Contract shall be governed by and construed according with the laws of the State of Texas.

21. **Notices.** All notices required or permitted by the terms hereof shall be given by postage prepaid registered or certified United States Mail, return receipt requested, at the following addresses or at such other address as either party hereof shall in writing advise the other.
To: Seller: Stanley Morris
904 E Broadway
Sweetwater, TX 79556
325-235-8616
Stanley@morrisengr.com

To: Purchaser: Bouldin Communities, LLC
3801 N. Capital of Texas Hwy
Suite E-204 #435
Austin, Texas 78746
jmarkey@bouldinre.com  Terickson@bouldinre.com

All notices shall be deemed given as of the time such are deposited with the United States Postal Service or overnight delivery service for transmittal as aforesaid.

22. **Construction.** No provision of this Contract shall be construed by any Court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provision.

23. **Survival of Provisions.** All covenants, warranties, representations, and agreements set forth in this contract shall survive the Closing, and will survive the execution of all deeds and other documents at any time executed and delivered under, pursuant to, or by reason of this contract.

24. **Confidentiality.** Seller hereby acknowledges that the terms of this Agreement, the existence of this Agreement and the identity of all parties to this Agreement are, and are to remain, confidential. Seller hereby agrees not to disclose the terms of this Agreement, other than to agents, counsel or advisors to Seller.

25. **Federal Funds.** "Notwithstanding any provision of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until TDHCA (or other federal fund provider) has provided Purchaser and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. TDHCA (or other federal fund provider) shall use its best efforts to conclude the environmental review of the property expeditiously."

25. **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 February 15, 2019, the offer will lapse and become null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.
[signatures on the following page]
"SELLER"

Stanley Morris

By: ______________________
Name: Stanley Morris
Title: Seller

"PURCHASER"

BOULDIN COMMUNITIES, LLC
A Texas limited liability company

By: ______________________
Name: Jeff Markey
Title: Member
EXHIBIT "A"

Legal Description

NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (block 23 lots 1 through 11 and lots 14 through 17 and block 26 lots 1 through 11 and 16 through 24)
April 15, 2019

Ms. Liz Cline
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Dear Ms. Cline,

We are in receipt of the deficiency notice issued April 1, 2019 for 19368 Sweetwater Springs Apartments and have responded to those requests in the following response.

1. **Site Information Form Part I:** The flood zone designation stated on the exhibit does not agree with the ESA report or site plan.
   The form has been corrected to indicate the site is partially in a floodplain. The applicant is working to get a current LOMR on the property to correct the floodplain issue.

2. **Site Information Form Part III:** The form is incomplete. The acreage is not stated for the site plan and the date of the last sale are blank. Please complete all sections of the form.
   The form has been revised to include the information that was omitted.

3. **Site Control:** Coke Street is not included in the site control but appears to be part of the site according to the site plan. Provide evidence that Coke Street is included in the site control or provide evidence that there is an agreement with regard to development on the portion not included in site control.
   The applicant contacted the city to vacate the plat for Coke Street and it is anticipated that the plat will be vacated as the city completed the same type vacation of land to a property owner just 6 months ago. However, the Site Plan was design so that if the city does not vacate the plat for Coke Street, the street can easily be added to the Site Plan with minimal change to the building configuration.

4. **Site Control:** If Coke street is not included in the site control and is part of the ingress/egress, then evidence that an easement, leasehold, or similar documented access, as well as evidence that the fee title owner agrees that the LURA may extend to the access easement is required.
   The Applicant has included with this response a letter from the City indicating evidence of the submission of the request to vacate the existing plat containing Coke Street and includes a temporary access easement for Coke Street until such plat in vacated. Additionally, we have included an amendment to the purchase agreement for the acknowledgement of the LURA encroachment into the access easement.

5. **Title Commitment:** The legal description in the title commitment appears to describe a different development site. It does not match the site control contract’s legal description. The title commitment should confirm the size of the site pursuant to 10 TAC §11.204(12).
   The title commitment has been revised to be consistent with other exhibits.
Date: April 15, 2019

To: Attn: Jeff Markey
BOCHI 2019 Sweetwater, LP
3801 N. Capital of Texas Hwy., Suite E-204 #435
Austin, Texas 78746

RE: NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas (together, “Site”).

This letter acknowledges that the City of Sweetwater is working with the developer, BOCHI 2019 Sweetwater, LP, by way of Sweetwater Planning and Development Services Department and other City Officials, on established processes to vacate the existing plat which includes the area bordered by NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas.

We expect the existing plat will be vacated and the requested plat will be accepted after completing the proper procedures as required by the City of Sweetwater. When the subject property is re-platted, the property owner will have access to Georgia Avenue (I-20 Frontage) from the property through a permanent easement which will run with the land.

A temporary easement for the developer is included under separate cover which will allow access from the Site to Georgia Avenue (I-20 Frontage) from Coke St., Blocks 23 and 26 south of Mississippi Street.

Sincerely,

[Signature]
David A. Vela
City Manager
City of Sweetwater

We lead with trust and respect to provide a vibrant, secure community for all.

PROFESSIONALISM    INTEGRITY    CONTINUOUS IMPROVEMENT    TEAMWORK
TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into as of April 15, 2019, by and among CITY OF SWEETWATER, a municipal corporation located in Nolan County, Texas ("Grantor"), whose address is 200 E. Fourth Street, Sweetwater, TX 79556, and BOCHI 2019 Sweetwater, a Limited Partnership (LP), (the "Grantee") whose legal address is 3801 N. Capital of Texas Hwy., Suite E-204 #435, Austin, Texas 78746.

RECITALS

A. Grantee has requested from Grantor a temporary access easement for purposes of accessing certain public right-of-way (ROW) property owned by Grantee.

B. Grantor has agreed to grant such an access easement on and subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the foregoing Recitals, the payment of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement over, under and across the Coke Street Public Right-of-Way (ROW) located in real property described as reflected on Exhibit A, attached hereto (the "Premises"), for the use of Grantee and its successors and assigns for ingress and egress to described property subject to the terms of this Agreement.

2. Condition of Premises. The grant of the easement hereunder is made on an "AS IS" basis without any representation or warranty as to the condition of the Premises or any improvements thereon. Grantor is under no obligation to maintain or repair any improvements on the Premises. Grantee shall not construct or make any improvements on the Premises.

3. Risk. Grantee shall bear all risk associated with the use of the Premises, and waives any and all claims, liabilities, damages, injuries and other claims of any nature whatsoever relating to the use of the Premises by Grantee and its employees, contractors and invitees. Grantee shall be responsible for any damage to the Premises caused by Grantee or any of its employees, contractors and invitees.

4. Term. This Agreement and the easement granted hereunder shall terminate six (6) months from the date of signed Agreement.

5. Reservations. Grantor reserves the right to use the Premises for ingress and egress for itself, its tenants, assigns and invitees and to otherwise use the Premises for all other purposes that do not unreasonably interfere with Grantee's use of access easement.

6. Limitations of Use. Grantee's use of the Premises shall be limited in that its activities shall not interfere in any way with the existing uses already in place on the Premises by the Grantor, its permitted assigns or other easement holders.
7. **General Provisions.**

(a) **Entire Agreement.** This Agreement embodies the entire understanding and agreement among the parties relative to the matters contained herein, and supersedes all prior negotiations, understandings or agreements in regard thereto, whether written or oral. This Agreement may be amended, altered or revoked only by written instrument executed by Grantor and Grantee.

(b) **Construction.** The subject headings used in this Agreement are included for purposes of reference only, and shall not affect the construction or interpretation of any of its provisions. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular; all genders shall be deemed to include other genders, wherever the context so requires; and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

(c) **Exhibits.** All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part hereof.

(d) **Covenants to Run With Land.** The easement and the rights and obligations granted and created by this Agreement shall run with the land throughout Agreement period, and they shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

(e) **Further Acts.** Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement. Upon termination of the Easement or this Agreement for any reason, Grantee will execute and record an instrument confirming such termination and relinquishing any interest in the Premises.

(f) **Authority and Title.** Grantor represents and warrants that it has full right and authority to grant the easements granted herein, and that this grant is made free and clear of all liens and encumbrances, except those of record and the rights of Grantor's tenants.

(g) **No Public Dedication.** Nothing contained herein shall be deemed to be a grantor dedication of any rights or use to the public in general.

(h) **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

(i) **Maintenance of the Surface.** Maintenance of the surface of the Easement shall be the responsibility of Grantees.

(j) **Attorney's Fees.** If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
(k) **Choice of Law.** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

(l) **Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(m) **Integration.** This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

(n) **Legal Construction.** If any provision in this agreement is for any reason unenforceable to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

(o) **Notices.** Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

[THE REMAINDER OF THIS PAGE LEFT BLANK SIGNATURE PAGE FOLLOWS]
THIS AGREEMENT is executed as of the date and year first above written.

GRANTOR:

CITY OF SWEETWATER, a municipal corporation located in Nolan County, Texas

By: ________________________________
    David A. Vela, City Manager

GRANTEE:

BOCHI 2019 Sweetwater, a Limited Partnership (LP)

By: ________________________________
    Jeff Markey, Manager

STATE OF TEXAS  )
    ) ss.
COUNTY OF NOLAN  )

This instrument was acknowledged before me on the 15 day of April, 2019 by David Vela, City Manager of the City of Sweetwater, a municipal corporation located in Nolan County of the State of Texas.

Witness my hand and official seal.

My commission expires: October 14, 2020

______________________________
Notary Public

STATE OF TEXAS  )
    ) ss.
COUNTY OF TRAVIS  )

This instrument was acknowledged before me on the ___ day of April, 2019 by Jeff Markey, Manager of BOCHI 2019 Sweetwater L.P.

Witness my hand and official seal.

My commission expires: __________________________

______________________________
Notary Public
THIS AGREEMENT is executed as of the date and year first above written.

GRANTOR:
CITY OF SWEETWATER, a municipal corporation
located in Nolan County, Texas

By: ____________________________
    David A. Vela, City Manager

GRANTEE:
BOCHI 2019 Sweetwater, a Limited Partnership
(LP)

By: ____________________________
    Jeff Markey, Manager

STATE OF TEXAS  )
 ) ss.
COUNTY OF NOLAN  )

This instrument was acknowledged before me on the 15th day of April, 2019 by David Vela, City Manager of the City of Sweetwater, a municipal corporation located in Nolan County of the State of Texas.

Witness my hand and official seal.

My commission expires: October 14, 2020

Notary Public

STATE OF TEXAS  )
 ) ss.
COUNTY OF TRAVIS  )

This instrument was acknowledged before me on the 15th day of April, 2019 by Jeff Markey, Manager of BOCHI 2019 Sweetwater L.P.

Witness my hand and official seal.

My commission expires: June 12, 2022

Notary Public
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION

NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas (together, “Site”).
AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “Amendment”) is made and entered into as of April 14, 2019 by and between Bouldin Communities, LLC (“Purchaser”) and Stanley Morris (“Seller”).

WHEREAS, Purchaser and Seller are parties to a certain Agreement for Purchase and Sale of Real Property, dated January 14, 2019 wherein Purchaser sought to purchase a certain parcel of property located at NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater Nolan County, Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26 Southside Addition, Sweetwater, Nolan County, Texas from Seller; and

WHEREAS, Purchaser and Seller agree to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein are hereby acknowledged, the parties, intending to be legally bound, do hereby agree that the Contract shall be amended as follows:

1. Section 10.4 Seller/fee title owner understands a Land Use Restriction Agreement (“LURA”) will be placed on the property and may extend to the temporary easement granted by the City of Sweetwater for access to the property until the previous plat is vacated or a permanent easement is in place and this Agreement is closed.

AGREEED, to be effective for all purposes on February 14, 2019 (the "Effective Date"), by and between:

SELLER:
Stanley Morris

By:

PURCHASER:
Bouldin Communities, LLC

By:

Jeff Markey, Member
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

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

Authorized Countersignature
Stewart Title of Austin, LLC
901 S Mopac, Building III, Suite 100
Austin, TX 78746

Matt Morris
President and CEO

Denise Cafraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
CONDITIONS AND STIPULATIONS

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

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

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

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER
1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT
1-800-252-3439

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

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS
1-800-729-1902

Tambi&eacute;n PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL
1-800-252-3439

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

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

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

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

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time. You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

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

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

ISSUED BY
STEWARD TITLE GUARANTY COMPANY

File No.: 364479

Effective Date:
February 14, 2019 at 8:00AM

CLOSER: Mandy Dean-Knotts

Issued:
March 1, 2019 10:34AM

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: $5,000.00
      PROPOSED INSURED: BOULDIN CRE, LLC

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

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: $
      PROPOSED INSURED: To Be Determined
      Proposed Borrower: BOULDIN CRE, LLC

   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:

   Stanley A. Morris

4. Legal description of land:

   See Exhibit “A” Attached Hereto
File No.: 364479

Tract 1: Lots 8, 10, 11, 12, 15, and 16, Block 22, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.

Tract 2: Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 22, and 23, Block 25, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.

Tract 3: Lots 1, 8, 10, 11, 12, 13, 14, 15, 18, and 19, Block 32, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.

Tract 4: Lots 1, 2, 3, 4, 5, 9, 11, 12, 19, and 21, Block 33, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.

Tract 5: Lots 6, 7, 8, and 12, Block 40, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.
EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception):

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

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner’s Policy only.)

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

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

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

   a) Rights of parties in possession. (Owner Title Policy only)
   b) Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.
   c) Any visible and apparent roadway or easement over or across subject property, the existence of which does not appear of record
   d) 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:
   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   - there is legal right of access to and from the land,
   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.

7. The 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.

8. This property appears to be located within the boundaries of West Texas Groundwater District. Notice must be given to the proposed purchasers in accordance with the provisions of the Texas Water Code.

9. If the Proposed Insured executes a Waiver of Inspection in the approved form, an exception to "Rights of parties in possession" will be contained in the Owner's Policy when issued; however, the Proposed Insured may refuse to execute the Waiver, in which case the Company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the Company reserves the right to make additional, particular exceptions in the Policy to matters revealed by the inspection.

10. We must be furnished with a satisfactory Affidavit as to Debts and Liens, executed by the seller/borrower or his/her/their authorized representative at the time of closing. We reserve the right to make additional requirements on the basis of this Affidavit.
11. You may request amendment of the Area and Boundary Exception to read "Shortages in Area". The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for T-1R Residential Owner Policy coverage, or fifteen percent (15%) premium of the Basic Rate for T-1 Non-Residential Owner Policy coverage, and if we are provided with a satisfactory survey, pursuant to Procedural Rule P2.

12. Your Owner's Title Policy will contain this coverage and you will be charged the appropriate additional premium unless, on or before the date of closing, you advise the company in writing that you wish to decline this additional coverage.

13. The Texas Department of Insurance has approved a new Restrictions, Encroachments, Minerals Endorsement, T-19.1, to be available on Owner's Title Policies. This coverage was previously only available on Loan Policies. The T-19.1 Endorsement affords insurance against any previous violation of restrictions affecting the subject property, all rights of first refusal, all reversionary rights and any damage to the property due to future damages to the improvements because of an existing right to extract or develop minerals.

14. We will require a Premium of $5.00 be collected for the Standard Tax Exception “Company insures that standby fees, taxes, and assessments by any taxing authority for the year 2019 are not yet due and payable.” (Loan Policy Only).
COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 364479

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 of Austin, LLC (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Title Company

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Title Guaranty

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Paul E. Gammill Jr. - Manager and President; Larry Molinare - Executive Vice President; Gaye Pierce - Executive Vice President and Secretary.

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

Paul E. Gammill Jr. - Manager and President; Larry Molinare - Executive Vice President; Gaye Pierce - Executive Vice President and 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>$238.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$238.00</td>
</tr>
</tbody>
</table>

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

File No.: 364479
T-7 Commitment Schedule D Revised 12-31-2017
Page 7 of 8
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE D**  

**ISSUED BY**  
STEWART TITLE GUARANTY COMPANY

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom (or %)</th>
<th>For Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>(or %)</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>(or %)</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>(or %)</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.*
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

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

The arbitration provision in the Policy is as follows:

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

______________________________  ______________________________
SIGNATURE                                   DATE
Stewart Title Guaranty Company 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. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. 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**

**How often do the Stewart Title Companies notify me about their practices?**

We must notify you about our sharing practices when you request a transaction.

**How do the Stewart Title Companies protect my personal information?**

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.

**How do the Stewart Title Companies collect my personal information?**

We collect your personal information, for example, when you request insurance-related services we 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.

**What sharing can I limit?**

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.

**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
COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

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

Mandy Dean-Knott
Authorized Countersignature
Stewart Title of Austin, LLC
901 S Mopac, Building III, Suite 100
Austin, TX 78746

Matt Morris
President and CEO

Denise Caffraux
Secretary

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

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

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

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

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

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

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

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

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

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

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

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
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.
### COMITMENT FOR TITLE INSURANCE

**SCHEDULE A**

**ISSUED BY**

STEWART TITLE GUARANTY COMPANY

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<table>
<thead>
<tr>
<th>File No.: 364360</th>
<th>Effective Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>February 14, 2019 at 8:00AM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLOSER: Mandy Dean-Knotts</th>
<th>Issued:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>March 1, 2019 10:28AM</td>
</tr>
</tbody>
</table>

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

   a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $120,000.00
      **PROPOSED INSURED:** Bouldin Communities LLC, a Texas limited liability corporation and/or its successors or assigns

   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: Bouldin Communities LLC, a Texas limited liability corporation and/or its successors or assigns

   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:**

   Stanley A. Morris

4. **Legal description of land:**

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 364360

Tract 1: All of Lots 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 26, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.

Tract 2: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 26, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.

Tract 3: All of Lots 15, 16, 171, 18, 19, 20, 21, 22, 23, and 24, and a part of Lot 14, Block 23, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records, being more particularly described by metes and bounds in Exhibit “A-1” attached hereto.

Tract 4: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, and a part of Lot 11, Block 23, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records, and being more particularly described by metes and bounds in Exhibit “A-2” attached hereto.

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

Exhibit A-1, and Exhibit A-2
EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception):

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

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner’s Policy only.)

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

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

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).  (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

   a) Rights of parties in possession. (Owner Title Policy only)
   b) Any visible and apparent roadway or easement over or across subject property, the existence of which does not appear of record
   c) Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.
   d) 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:
   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   - there is legal right of access to and from the land,
   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.

7. The 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.

8. This property appears to be located within the boundaries of West Texas Groundwater District. Notice must be given to the proposed purchasers in accordance with the provisions of the Texas Water Code.

9. If the Proposed Insured executes a Waiver of Inspection in the approved form, an exception to “Rights of parties in possession” will be contained in the Owner's Policy when issued; however, the Proposed Insured may refuse to execute the Waiver, in which case the Company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the Company reserves the right to make additional, particular exceptions in the Policy to matters revealed by the inspection.

10. We must be furnished with a satisfactory Affidavit as to Debts and Liens, executed by the seller/borrower or his/her/their authorized representative at the time of closing. We reserve the right to make additional requirements on the basis of this Affidavit.
11. You may request amendment of the Area and Boundary Exception to read "Shortages in Area". The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for T-1R Residential Owner Policy coverage, or fifteen percent (15%) premium of the Basic Rate for T-1 Non-Residential Owner Policy coverage, and if we are provided with a satisfactory survey, pursuant to Procedural Rule P2.

12. Your Owner's Title Policy will contain this coverage and you will be charged the appropriate additional premium unless, on or before the date of closing, you advise the company in writing that you wish to decline this additional coverage.

13. The Texas Department of Insurance has approved a new Restrictions, Encroachments, Minerals Endorsement, T-19.1, to be available on Owner's Title Policies. This coverage was previously only available on Loan Policies. The T-19.1 Endorsement affords insurance against any previous violation of restrictions affecting the subject property, all rights of first refusal, all reversionary rights and any damage to the property due to future damages to the improvements because of an existing right to extract or develop minerals.

14. We will require a Premium of $5.00 be collected for the Standard Tax Exception "Company insures that standby fees, taxes, and assessments by any taxing authority for the year 2019 are not yet due and payable." (Loan Policy 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 hereinafter 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 hereinafter 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 hereinafter 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 of Austin, LLC (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:
   Stewart Title Company

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
   Stewart Title Guaranty

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
   Paul E. Gammill Jr. - Manager and President; Larry Molinare - Executive Vice President; Gaye Pierce - Executive Vice President and Secretary.

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:
   Paul E. Gammill Jr. - Manager and President; Larry Molinare - Executive Vice President; Gaye Pierce - Executive Vice President and 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>$986.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</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>$986.00</strong></td>
</tr>
</tbody>
</table>

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

**ISSUED BY**  
STEWART TITLE GUARANTY COMPANY

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>(or %)</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>(or %)</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>(or %)</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.*
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

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

The arbitration provision in the Policy is as follows:

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

_________________________________________  _______________________________________
SIGNATURE                              DATE
Stewart Title Guaranty Company 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. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. 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.

<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
Tab 13

Multiple Site Information Form

Not Applicable
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>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</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>Contract includes more than one tract/lot. Address, legal description, and acreage are below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Address</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>b.</td>
</tr>
<tr>
<td>c.</td>
</tr>
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<table>
<thead>
<tr>
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<th>Census Tract</th>
<th>Acreage</th>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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If yes above, describe relationship:  

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<td>------------</td>
</tr>
<tr>
<td>b.</td>
</tr>
<tr>
<td>c.</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:  

2/28/2019
Tab 14

Elected Officials
**Elected Officials**

- **US Representative District**
- **State Senator District**
- **District State Representative District**
- **City Mayor**
- **County Judge**
- **School Superintendent District Name**
- **Email Address City Zip**
- **Presiding officer of Board of Trustees Email Address City Zip**

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

**No Pre-Application was submitted.**

Please identify all elected officials which represent the Development Site.

- **Jodey Arrington**
  - **207 Musgrove**
  - **Sweetwater**
  - **79556**

**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.**

- **Charles Perry**
  - **State Senator**
  - **District**
  - **Not included with Application**

- **Steve Lambert**
  - **State Representative**
  - **District**
  - **Not included with Application**

- **Support Letter**

- **Jim McKenzie**
  - **City Mayor**
- **Larry May**
  - **City Council Member**
  - **District/Precinct**
  - **325-236-6313**
  - **Email or Phone**

- **Ricky Castro**
  - **City Council Member**
  - **District/Precinct**
  - **325-236-6313**
  - **Email or Phone**

- **Jim Lee**
  - **City Council Member**
  - **District/Precinct**
  - **325-236-6313**
  - **Email or Phone**

- **Jerod Peek**
  - **City Council Member**
  - **District/Precinct**
  - **325-236-6313**
  - **Email or Phone**

- **Terry Willman**
  - **County Commissioner**
  - **District/Precinct**
  - **1**
  - **325-235-2263**
  - **Email or Phone**

- **Seth Mahaffey**
  - **County Commissioner**
  - **District/Precinct**
  - **2**
  - **325-235-2263**
  - **Email or Phone**

- **Tommy White**
  - **County Commissioner**
  - **District/Precinct**
  - **3**
  - **325-235-2263**
  - **Email or Phone**

- **Henry Ortega Jr**
  - **County Commissioner**
  - **District/Precinct**
  - **4**
  - **325-235-2263**
  - **Email or Phone**

2/28/2019
Tab 15

Neighborhood Organizations
Neighborhood Organizations

1. N/A
   - Name of Organization
   - Contact Name
   - Address
   - City
   - Zip
   - Phone
   - Fax or Email

2. 
   - Name of Organization
   - Contact Name
   - Address
   - City
   - Zip
   - Phone
   - Fax or Email

3. 
   - Name of Organization
   - Contact Name
   - Address
   - City
   - Zip
   - Phone
   - Fax or Email

4. 
   - Name of Organization
   - Contact Name
   - Address
   - City
   - Zip
   - Phone
   - Fax or Email

5. 
   - Name of Organization
   - Contact Name
   - Address
   - City
   - Zip
   - Phone
   - Fax or Email

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.

X 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.

2/28/2019
Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1. Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):

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

Notifications made at Application:

X No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.

X 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.

X As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:

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;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

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):

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

Certify on next page

2/28/2019
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: ________________________________
Signature of Applicant/Development Owner

Jeff Markey
Printed Name

Texas
Notary Public, State of

Travis
County of

2/22/2019
Date

2/4/2023
My Commission expires

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 22 day of February, 2019

Notary Public Signature

ROBBYE G MEYER
Notary Public ID #3875925
My Commission Expires
February 4, 2023

2/14/2019
Tab 17

Development Narrative
### Development Narrative

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

   - [ ] New Construction
   - [ ] Adaptive Reuse
   - [ ] Additional Phase
   - [ ] Scattered Site

   **(adaptive reuse select New Construction here and adaptive reuse in next box)**

   - [ ] Previous TDHCA # If Acquisition/Rehab or Rehab, original construction year:
   - [ ] Units Demolished
   - [ ] Units Reconstructed

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

   - [ ] General

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

   - [ ] Elderly

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

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

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

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

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

4. **Narrative**

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

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

*Sweetwater Springs is a proposed forty-eight (48) unit multifamily affordable housing community situated on 6.5 acres. It is located NW Georgia Avenue between Hubbard Street and Throckmorton Street, Sweetwater, Nolan County, Texas.*

*Sweetwater Springs will be comprised of 1, 2 and 3 bedroom units ranging from 878 square feet to 1,296 square feet. Each individual unit will be equipped with microwave ovens, energy star appliances, and ceiling fixtures.*

---

If a revised form is submitted, date of submission: ___________________________
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>$900,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage</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>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>USDA</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>CHDO</td>
</tr>
<tr>
<td>USDA</td>
<td>SH/SR</td>
</tr>
<tr>
<td>CHDO</td>
<td>Preservation</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: ____________________ and TDHCA funding source: ____________________

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

If yes, source: ____________________

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

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

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

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

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

2/28/2019
Tab 18

Development Activities
Development Activities I

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td></td>
<td>7</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

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

  - Yes

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

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

2/28/2019
Tab 19

Development Activities (Continued)
1. **Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**

   - Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below:
     - **Bedroom Size**: 0 1 2 3 4
     - **Square Footage**: 550 650 850 1,050 1,250

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

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

   - Points claimed: 6
   - Points claimed: 9

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 MFIDL 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)**
   - **Percentage used for calculation of eligible 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: 0
4. **Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]**

Mark **only one** box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.  _0_
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or  _0_
- 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:** _0_

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

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

- Supportive Housing Development proposed by a Qualified Nonprofit  _0_
- All other Developments.  _9_
- The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.  _0_

**Application is seeking points for Income level of Tenants. Points Claimed:** _9_

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**

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

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

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

- Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs;
- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.  _0_

**OR**

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

- Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:  _0_

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  

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7</strong> Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>0</td>
</tr>
<tr>
<td>☐ Development is requesting Pre-Application Points.</td>
<td>0</td>
</tr>
<tr>
<td><strong>8</strong> Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>2</td>
</tr>
<tr>
<td>☑ Development will maintain a 35 year Affordability Period.</td>
<td></td>
</tr>
<tr>
<td><strong>9</strong> Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td></td>
</tr>
<tr>
<td>☐ Application requests points for Historic Preservation.</td>
<td>0</td>
</tr>
<tr>
<td>☐ Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
</tr>
<tr>
<td>☐ Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td>☐ Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td></td>
</tr>
<tr>
<td>☐ At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td>☐ Attached behind this tab are the THC letter and other documentation described above.</td>
<td></td>
</tr>
<tr>
<td>☐ Application is eligible for five (5) points.</td>
<td>0</td>
</tr>
</tbody>
</table>

| **10** Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)] | 0 |
| ☐ Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period. | |

| **11** Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)] | 0 |
| ☐ Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018. | |

2/28/2019
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Introduction

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

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

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

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

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

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

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

Questions about this Packet may be submitted to Spencer Duran: spencer.duran@tdhca.state.tx.us
Section 811 Project Rental Assistance (“PRA”) Program Supplement Packet

Questionnaire

2019 Uniform Multifamily Application #19368

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 #19368

Existing Development Name Lockhart Springs

(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: LPA

Provide the name of the Third Party: Affordable Housing Partners, Inc.

List the specific citation in the agreement that clearly denotes the Third Party has a legal right to withhold consent: 6.2

List the page number in the agreement that clearly denotes the Third Party has a legal right to withhold consent: Page 39

ATTACH PDF OF THE LEGALLY ENFORCEABLE AGREEMENT BEHIND THIS PAGE.
BC 2018 LOCKHART, LP,
A TEXAS LIMITED PARTNERSHIP

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

As of October 31, 2018

THE LIMITED PARTNERSHIP INTERESTS EVIDENCED BY THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (THE "AGREEMENT") HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR PURSUANT TO APPLICABLE STATE SECURITIES LAWS ("BLUE SKY LAWS"). ACCORDINGLY, THE LIMITED PARTNERSHIP INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY PURCHASER THEREOF WITHOUT REGISTRATION OF THE SAME UNDER THE 1933 ACT AND THE BLUE SKY LAWS OF SUCH STATE(S) AS MAY BE APPLICABLE, EXCEPT IN A TRANSACTION WHICH IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND THE BLUE SKY LAWS OR WHICH IS OTHERWISE IN COMPLIANCE THEREWITH. IN ADDITION, THE SALE OR TRANSFER OF SUCH LIMITED PARTNERSHIP INTERESTS IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RESTRICTIONS SET FORTH IN ARTICLE 8 HEREOF.
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<td>1</td>
</tr>
<tr>
<td>1.1</td>
<td>Continuation/Admission</td>
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<td>1.2</td>
<td>Name</td>
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<td>1.3</td>
<td>Principal Executive Offices; Agent for Service of Process</td>
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</tr>
<tr>
<td>1.4</td>
<td>Withdrawal of Withdrawing LP</td>
<td>2</td>
</tr>
<tr>
<td>1.5</td>
<td>Term</td>
<td>2</td>
</tr>
<tr>
<td>1.6</td>
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THIS AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (this "Agreement") is made and entered into as of October 31, 2018, by and among BOULDN 2018 LOCKHART GP LLC, a Texas limited liability company ("Lockhart GP"), AHP HOUSING FUND 206, LLC, a Delaware limited liability company ("AHF"), and BOULDN COMMUNITIES, LLC, a Texas limited liability company (the "Withdrawing LP").

A. Lockhart GP executed a Certificate of Formation for the formation of BC 2018 Lockhart, LP, a Texas limited partnership (the "Partnership") pursuant to the Act and filed the Certificate with the Secretary of State of Texas on May 23, 2018.

B. Lockhart GP and the Withdrawing LP executed an Agreement of Limited Partnership (the "Prior Agreement") of the Partnership dated as of May 23, 2018.

C. The parties hereto desire to enter into this Amended and Restated Agreement of Limited Partnership to (a) continue the Partnership under the Act, (b) withdraw the Withdrawing LP from the Partnership, (c) admit AHF to the Partnership as the Limited Partner, and (d) amend and restate the Prior Agreement in its entirety.

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

Article 1
CONTINUATION OF PARTNERSHIP

1.1 Continuation/Admission. The undersigned shall continue the Partnership as a limited partnership under the Act. AHF is hereby admitted to the Partnership as a Limited Partner.

1.2 Name. The name of the Partnership is BC 2018 Lockhart, LP, a Texas limited partnership.

1.3 Principal Executive Offices; Agent for Service of Process.

(a) The principal executive office of the Partnership shall be 3801 N. Capital of TX Hwy, Suite E-204 #435, Austin, Texas 78746. The Partnership may change the location of its principal executive office to such other place or places as may hereafter be determined by Lockhart GP. Lockhart GP shall promptly notify all other Partners of any change in the principal executive office. The Partnership may maintain such other offices at such other place or places as Lockhart GP may from time to time deem advisable.

(b) The name and address of the Partnership's agent for service of process are Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company ("CSC"), 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218. Lockhart GP has instructed CSC to
provide duplicate copies to AHF of all pleadings or other materials received by CSC in its capacity as agent for the Partnership. Lockhart GP shall not change the identity of the Partnership's agent for service of process or the instructions with respect to duplicate copies unless AHF gives its Consent.

1.4 Withdrawal of Withdrawing LP. The Withdrawing LP hereby withdraws as a Partner of the Partnership. The Withdrawing LP represents and warrants that (a) the Withdrawing LP has no claims or causes of action against the Partnership whatsoever, (b) the Withdrawing LP has no interest in the Partnership, (c) the Withdrawing LP is not entitled to any fees, distributions, compensation or payments from the Partnership, and (d) the Withdrawing LP has no interest in any property or assets of the Partnership.

1.5 Term. The term of the Partnership shall continue until December 31, 2060, unless the Partnership is sooner dissolved in accordance with this Agreement.

1.6 Filing of Amendment to Certificate. Upon the execution of this Agreement by the parties hereto, Lockhart GP shall take all actions necessary to assure the prompt filing of an amendment to the Certificate if and as required by the Act.

Article 2
DEFINED TERMS

In addition to the terms defined above, the following terms used in this Agreement have the meanings specified below:

"Accountants" means the Partnership's accountants selected pursuant to Section 12.3(a) of this Agreement.

"Act" means the Texas Business Organizations Code, as it may be amended from time to time.

"Actual Credits" means with respect to any period of time, the total amount of the Tax Credits of the Partnership allocated to AHF with respect to such period.

"Adjusted Capital Account" means, with respect to any Partner, such Partner's Capital Account as of the end of the relevant taxable year, after crediting to such Capital Account any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations.

"Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with another designated Person.

"Affiliated Entity" means (a) a limited partnership in which Lockhart GP, any Guarantor or an Affiliate of Lockhart GP or any Guarantor is a general partner, and in which an Affiliate of AHF is a limited partner, or (b) a limited liability company in which Lockhart GP, any Guarantor
or an Affiliate of Lockhart GP or any Guarantor is a managing member, and in which an Affiliate of AHF is a member.

"AFR" means the long-term applicable Federal rate (as defined in Section 1274(d) of the Code).

"Agency" means the Texas Department of Housing and Community Affairs, or any successor in its capacity as the housing credit agency of the State.

"Agent" has the meaning set forth in Section 5.2(a) of this Agreement.

"AHF" means AHP Housing Fund 206, LLC, a Delaware limited liability company.

"AHP" means Affordable Housing Partners, Inc., a Delaware corporation.

"Apartment Complex" means the Land situated in Lockhart, Texas and the 48-unit multifamily rental housing development and other improvements to be constructed, owned and operated thereon by the Partnership, and to be known as Lockhart Springs.

"Application" means the Partnership's Multifamily Uniform Application for the Tax Credits submitted to and approved by the Agency.

"Arx" means Arx Housing Initiatives, LLC, a Texas limited liability company.

"Asset Management Fee" means the fee payable to AHF (or its designee) pursuant to Section 12.6 of this Agreement.

"Audit Rules" means the partnership audit provisions of Subchapter C of Chapter 63 of the Code.

"Authority" or "Authorities" means any nation or government, any state or other political subdivision thereof, and any entity exercising its executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including but not limited to, any federal, state or municipal department, commission, board, bureau, agency, court, tribunal or instrumentality.

"Bankruptcy" or "Bankrupt" as to any Person means the filing of a petition for relief as to any such Person as debtor or bankrupt under the Bankruptcy Code or like provision of law; insolvency of such Person as finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of its assets; commencement of any proceedings relating to such Person under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another; provided that, in the case of an involuntary filing, such filing shall not constitute a Bankruptcy if such filing is dismissed within 90 days thereafter.

"Bankruptcy Code" means the Bankruptcy Code of 1978, 11 U.S.C. Section 101 et seq., as such law may be amended or superseded.

"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open in Los Angeles, California for the conduct of substantially all of their commercial lending activities.

"Capital Account" means the capital account of a Partner as described in Section 4 of Exhibit J of this Agreement.

"Capital Contribution" means the total amount of money or other property contributed or agreed to be contributed, as the context requires, to the Partnership by each Partner under this Agreement.

"Capital Transaction" means a sale, refinance, exchange, transfer, assignment or other disposition (including a condemnation or foreclosure) of all or any portion of the Apartment Complex or a casualty (to the extent proceeds of such casualty are not used to rebuild the Apartment Complex) affecting the Apartment Complex.

"Carryover Allocation" means the carryover allocation of Tax Credits issued to the Partnership by the Agency for the year 2018.

"Cash and Accrued Expenditures" means all cash expenditures, and all expenses unpaid but properly accrued for each Fiscal Year, which have been incurred in the operation of the Partnership’s business (whether or not such expenditure is deducted, amortized or capitalized) including Debt Service Expense and the funding of Cash Reserves (all as Consented to by AHF); provided, however, that Cash and Accrued Expenditures shall exclude (i) payments and distributions to be made pursuant to Sections 9.1, 9.2, and 9.3 of this Agreement; (ii) refunds to tenants of security deposits; (iii) payments for construction of the Apartment Complex; and (iv) fees and other expenses and obligations of the Partnership to be paid from the Capital Contributions of AHF to the Partnership pursuant to this Agreement during the same period of time or that are paid from reserves already accounted for in this definition.

"Cash Receipts" means all cash receipts of the Partnership for each Fiscal Year, including without limitation, cash receipts from the operation of the Partnership, rental interruption insurance proceeds, rental subsidy payments, if any, and cash from the forfeiture or application of tenant security deposits (all as Consented to by AHF); provided, however, that Cash Receipts shall exclude cash from Capital Transactions, cash from Capital Contributions, proceeds from any Project Loan, Operating Deficit Loans, LP Loans, GP Loans or other loans to the Partnership, the deposit by tenants of security deposits (unless released to the Partnership in accordance with tenant leases) and any interest payable to tenants thereon and any other funds of third parties held in reserve or trust by the Partnership.

"Cash Reserves" means such amounts required under the Operating Reserve, the Reserve For Replacements or under the Project Documents or estimated by the General Partner with the Consent of AHF that are necessary to be set aside periodically for the payment of costs, expenses and liabilities incident to the business of the Partnership.
"Certificate" means the Partnership's Certificate of Formation or any certificate of limited partnership or any other instrument or document which is required under the laws of the State to be filed in the appropriate public offices within the State to perfect or maintain the Partnership as a limited partnership under the Act.

"Certified Credits" means 99.99% of the annual Tax Credits that the Accountants certify in writing to the Partnership that the Partnership will be able to claim during each full fiscal year during the Credit Period (provided that for any partial year during the Credit Period, Certified Credits shall be adjusted to reflect such fact) for all buildings in the Apartment Complex assuming full compliance with the rent restrictions and income limitations of Section 42 of the Code. The calculation of the Certified Credits shall be based, among other things, on the Forms 8609 issued by the Agency for all the buildings comprising the Apartment Complex and on the cost certification prepared in connection with the application by the Partnership for Forms 8609. Once the Certified Credits are determined, they shall not be adjusted during the term of this Agreement; provided, however, that if with respect to a Tax Credit Loss Event Lockhart GP makes a payment under clause (F) of Section 6.9(d)(ii) of this Agreement, then the Certified Credits shall be reduced prospectively by the annual reduction in Tax Credits attributable to such Tax Credit Loss Event.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of succeeding law.

"Completion" means the lien-free completion of construction of the Apartment Complex in substantial compliance with the Plans and Specs, including without limitation, completion or correction of all punchlist items and seasonal items such as landscaping to the satisfaction of AHF, the issuance of all necessary permanent certificates of occupancy from the applicable governmental jurisdictions and authorities for 100% of the units in the Apartment Complex, and payment and release of all liens of subcontractors, materialmen, and other providers of labor, equipment, material and/or services to the Land and the Apartment Complex as evidenced by the receipt of all unconditional lien releases from all such subcontractors, materialmen and all other providers of labor, equipment, material and/or services to the Land and the Apartment Complex.

"Compliance Period" means the compliance period (as defined in Section 42(i)(1) of the Code) applicable to the Apartment Complex.

"Consent" means the prior written consent or approval of AHF and/or any other Partner, as the context may require.

"Construction Contract" shall have the definition given that term in Section 4.1(i).

"Contractor" means the general contractor under the Construction Contract.

"Contractor's Requisition" has the meaning set forth in Section 5.2(b)(i)(A) of this Agreement.

"Conversion" shall have the definition given it in Section 8.3(b) of this Agreement.

"Conversion Event" shall have the definition given it in Section 8.3(a) of this Agreement.
"Conversion Notice" shall have the definition given it in Section 8.3(b) of this Agreement.

"Cost Savings" means the amount, if any, by which (a) Permitted Sources exceed (b) Development Costs.

"Credit Period" means the "credit period" with respect to each of the buildings in the Apartment Complex, as defined in Section 42(f) of the Code, and, if any Tax Credits are allowed under Section 42(f)(2)(B) of the Code, the first taxable year following the Credit Period.

"Cure Payment" shall have the definition given it in Section 5.10(g) of this Agreement.

"DDF Election" shall have the definition given it in Section 6.9(a)(iii) of this Agreement.

"DDF Percentage" means 90%, unless the Greatest Excess LP Loan Amount at any time exceeds $50,000.00 or a Conversion occurs, in which event the DDF Percentage shall be determined in accordance with Exhibit K of this Agreement.

"Debt Service Coverage Ratio" means for the applicable period, the Net Operating Income for such period divided by the Debt Service Expense for such period determined on an accrual basis (provided, however, if principal payments have not commenced under the First Priority Loan, the Debt Service Coverage Ratio shall be calculated using the monthly payment of principal and interest which will become due when principal payments commence under the First Priority Loan). The calculation of the Debt Service Coverage Ratio shall be made by AHF in its reasonable discretion, as calculated using customary underwriting requirements of third party institutional lenders (such as Fannie Mae and Freddie Mac).

"Debt Service Expense" means with respect to any period, the debt service expense incurred by the Partnership, including interest expense and required principal payments, late charges and any other fees and expenses incurred during such period and relating to the First Priority Loan.

"Default LP Loans" means LP Loans (or portions thereof) that arise from or in connection with a default by the General Partner in its obligations to the Partnership under this Agreement. For example, an LP Loan made to fund Operating Deficits that Lockhart GP failed to fund in breach of its Operating Deficit Guaranty shall constitute a Default LP Loan.

"Deferred Development Fee" means the portion of the Development Fee payable by the Partnership to the Developer from Net Cash Flow, proceeds of a Capital Transaction, or proceeds from the dissolution and liquidation of the Partnership, pursuant to the Development Agreement.

"Developer" means Bouldin Communities, LLC, a Texas limited liability company.

"Developer Pledge" means the Pledge and Security Agreement dated as of the date hereof by the Developer for the benefit of AHF in the form of Exhibit F hereto, wherein the Developer grants a first priority security interest in the Development Agreement and its right to receive payments of the Development Fee to AHF to secure the obligations of Lockhart GP under this Agreement and the Developer under the Development Agreement.
"Development Agreement" means the Development Agreement between the Partnership and the Developer of even date herewith in the form set forth in Exhibit B.

"Development Budget" means the construction, development and financing budget for the construction development and financing of the Apartment Complex, including without limitation, the construction of the Apartment Complex, the furnishing of all personalty in connection therewith, and the operation of the Apartment Complex prior to Stabilization, which Budget is attached hereto as Exhibit G and any amendments thereto made with the Consent of AHF.

"Development Costs" means all direct or indirect costs paid or accrued by the Partnership related to the acquisition of the Land and the development and construction of the Apartment Complex prior to Stabilization, all costs of completing punchlist items regardless of when incurred and all direct or indirect costs paid or accrued by the Partnership related to the operation of the Apartment Complex prior to Stabilization, including without limitation, the following: (a) costs of acquiring, financing, developing and constructing the Apartment Complex, as described in and as contemplated by the Plans and Specs and the Project Documents, including without limitation, any construction cost overruns, the cost of any change orders and all costs necessary to achieve Stabilization; (b) all Debt Service Expense which is due and payable or accrues at any time prior to Stabilization; (c) all costs, payments and deposits needed to avoid a default under the First Priority Loan prior to Stabilization, including without limitation, all required deposits to satisfy any requirements of the First Priority Lender or AHF to keep the First Priority Loan "in balance"; (d) all monthly payments required to be made to the Reserve For Replacements and the Operating Reserve prior to Stabilization; (e) all costs and expenses relating to Pre-Existing Environmental Conditions regardless of when such costs are incurred; (f) all costs, expenses and other charges incurred in connection with the operation of the Apartment Complex prior to Stabilization, including without limitation local taxes, utilities, mortgage insurance premiums and casualty and liability insurance premiums and other amounts which are required pursuant to the First Priority Loan; (g) all other costs and expenses of the Partnership accrued prior to Stabilization, including without limitation, legal fees, architectural and engineering expenses and fees of other professionals, the costs of personal property and fixtures for the entire Apartment Complex and the reimbursement by the Partnership of the legal and other fees and costs of the General Partner and AHF to the extent required to be paid by the Partnership as set forth in this Agreement; (h) any fees paid or due to the General Partner and its Affiliates, including the Development Fee; (i) all costs to achieve Initial Closing; and (j) to the extent not covered in clauses (a)-(i) above, all Operating Deficits incurred by the Partnership prior to Stabilization.

"Development Fee" means the fee payable by the Partnership to the Developer pursuant to the Development Agreement.

"Dilution Conversion Event" has the meaning set forth in Section 8.3(a)(vii) of this Agreement.

"Downward Adjustor" has the meaning set forth in Section 5.1(c)(i) of this Agreement.

"Draws" has the meaning set forth in Section 5.2(a) of this Agreement.
"Eligible Basis" has the meaning set forth in Section 42(d) of the Code and the Regulations and rulings thereunder.

"Environmental Consultant" has the meaning set forth in Section 5.9 of this Agreement.


"Excess Development Costs" means as of any particular date (a) the Development Costs which the Partnership has an obligation to pay as of such date, minus (b) the Permitted Sources received by the Partnership as of such date. Excess Development Costs shall be determined on a particular date by AHF, based on the calculation in the form of Exhibit O attached hereto.

"Excess GP Loan Amount" means the amount, if any, by which the outstanding balance of all GP Loans, including principal and accrued interest, exceeds the outstanding balance of all LP Loans, including principal and accrued interest.

"Excess LP Loan Amount" means the amount, if any, by which the outstanding balance of all LP Loans, including principal and accrued interest exceeds the outstanding balance of all GP Loans, including principal and accrued interest.

"Extended Use Agreement" means the extended low-income housing commitment executed by the Partnership and the Agency related to the Apartment Complex, which commitment satisfies the requirements of Code Section 42(h)(6)(B).

"50% Completion" means the date determined by the Architect and as Consented to by AHF, such Consent not to be unreasonably withheld or delayed, that the Apartment Complex is 50% complete.

"Final Closing" means the occurrence of all of the following: (i) Completion, (ii) conversion of the First Priority Loan from interest only payments to principal and interest payments and (iii) Final Endorsement of the First Priority Loan for mortgage insurance.

"Final Endorsement" means final endorsement by HUD of the First Priority Loan for mortgage insurance.

"Financing Summary" means the summary of the terms of the Project Loan attached hereto as Exhibit M.
"First Capital Contribution" means the Capital Contribution of AHF paid or payable to the Partnership pursuant to Section 5.1(b)(i) of this Agreement.

"First Priority Lender" means Mason Joseph Company, Inc., its successors and assigns.

"First Priority Loan" means the construction/permanent loan in the principal amount of $4,138,500.00 to be made to the Partnership by the Lender at Initial Closing, which is to be evidenced by the First Priority Loan Documents.

"First Priority Loan Documents" means the promissory note given to the First Priority Lender at the Initial Closing, which is secured by the first priority deed of trust and other related security documents and financing statements, and insured by HUD through §221(d)(4) of the National Housing Act.

"First Priority Lender" means Mason Joseph Company, Inc., its successors and assigns.

"First Priority Loan" means the construction/permanent loan in the principal amount of $4,138,500.00 to be made to the Partnership by the Lender at Initial Closing, which is to be evidenced by the First Priority Loan Documents.

"First Priority Loan Documents" means the promissory note given to the First Priority Lender at the Initial Closing, which is secured by the first priority deed of trust and other related security documents and financing statements, and insured by HUD through §221(d)(4) of the National Housing Act.

"Fiscal Year" means the fiscal year of the Partnership, determined in accordance with Section 706(b) of the Code.

"Forced Placed Coverage" shall have the definition given in Exhibit I to this Agreement.

"Forms 8609" means the IRS Form 8609 issued by the Agency for each residential building of the Apartment Complex which finally allocate Tax Credits to such residential building.

"Fourth Capital Contribution" means the Capital Contribution of AHF paid or payable to the Partnership pursuant to Section 5.1(b)(iv) of this Agreement.

"FPAA" means a final notice of partnership adjustment.

"General Partner" means Lockhart GP and any other Person admitted as a general partner pursuant to this Agreement, and their respective successors pursuant to this Agreement.

"GP Loans" means the loans which may be made by Lockhart GP to the Partnership pursuant to Section 5.10(a) of this Agreement. Operating Deficit Loans shall not constitute GP Loans.

"Greatest Excess LP Loan Amount" means the greatest Excess LP Loan Amount at any time on or prior to the date on which the NCF Percentage or the DDF Percentage is determined, minus any Cure Payments made to AHF, or its designee, in accordance with Section 5.10(g) of this Agreement which reduced such Excess LP Loan Amount. Accordingly, once the NCF Percentage or the DDF Percentage decreases based on the Greatest Excess LP Loan Amount reaching a certain level, no payments (other than Cure Payments) by the Partnership or Lockhart GP of LP Loans shall increase the NCF Percentage or the DDF Percentage or restore them to what they were prior to the Greatest Excess LP Loan Amount reaching such level.

"Guarantors" means, jointly and severally, Jeff Markey, Todd Erickson and Bouldin Communities, LLC, a Texas limited liability company.
"Guaranty" means the guaranty of the obligations of Lockhart GP under this Agreement and of the Developer under the Development Agreement and under the Developer Pledge for the benefit of AHF given by Guarantors, which Guaranty is in the form of Exhibit D attached hereto.

"Hazardous Materials" shall mean any toxic, hazardous, or radioactive substances or materials, petroleum or chemical liquid or solid, liquid or gaseous products or hazardous waste or other pollutants, contaminants and substances regulated by Environmental Laws, whether or not naturally occurring, including, without limitation, asbestos, lead paint, polychlorinated biphenyls, radon and methane gas, and further including, but not limited to, any materials, which are (a) a "hazardous waste" within the meaning of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or regulations promulgated thereunder, or any similar state or local Environmental Law; (b) a "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601 et seq., or regulations promulgated thereunder, or any similar state or local Environmental Law; (c) a "pollutant" within the meaning of the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., or regulations promulgated thereunder, or any similar state or local Environmental Law; (d) any air pollutant regulated under the Clean Air Act, 42 U.S.C. Section 7401 et seq., or regulations promulgated thereunder, or any similar state or local Environmental Law; (e) an "extremely hazardous substance" within the meaning of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001-11050, or regulations promulgated thereunder, or any similar state Environmental Law; (f) any air contaminant regulated under the Occupational Health and Safety Act, 29 U.S.C. Section 651, et seq., or regulations promulgated thereunder, as the same may be amended from time to time, or any similar state or local Environmental Law; (g) any "source material," "byproduct material" or "special nuclear material" regulated under the Atomic Energy Act of 1954, 42 U.S.C. Section 2011, et seq., or regulations promulgated thereunder, as the same may be amended from time to time, or any similar state or local Environmental Law; and (h) microbial contaminants. "Hazardous Materials" shall not include ordinary quantities of office supplies, cleaning materials and pest control supplies or other household products stored in a safe and lawful manner and petroleum products contained in motor vehicles.

"HUD" means the United States Department of Housing and Urban Development.

"Incentive Partnership Management Agreement" means the Incentive Partnership Management Agreement between Lockhart GP and the Partnership of even date herewith, in the form set forth in Exhibit A.

"Incentive Partnership Management Fee" means the fee payable by the Partnership to Lockhart GP pursuant to the Incentive Partnership Management Agreement.

"Initial Closing" means the date upon which the First Priority Loan is closed and the initial disbursement is made thereunder.

"Interest" or "Partnership Interest" means the ownership interest of a Partner in the Partnership, including the right of such Partner to any and all benefits to which such Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement and of the Act.
"IRS" means the Internal Revenue Service.

"Land" means the tract of land situated in Lockhart, Texas, currently owned or to be purchased by the Partnership upon which the Apartment Complex will be located, as more particularly described in Exhibit C.

"Limited Partner(s)" means AHF, or any other Limited Partner admitted to the Partnership in such Person's capacity as a limited partner of the Partnership.

"Liquidator" means the General Partner or, if there is none at the time in question, such other Person who may be appointed in accordance with applicable law and who shall be responsible for taking all action necessary or appropriate to wind up the affairs of, and distribute the assets of, the Partnership upon its dissolution.

"Lockhart GP" means Bouldin 2018 Lockhart GP LLC, a Texas limited liability company.

"Lockhart GP Pledge" means that certain pledge and security agreement executed by Lockhart GP in the form of Exhibit E hereto, wherein Lockhart GP pledges and grants a security interest in its Partnership Interest in the Partnership to AHF to secure its obligations under this Agreement and the obligations of the Developer under the Development Agreement.

"Lockhart GP Special Capital Contribution" has the meaning set forth in Section 5.1(a)(ii) of this Agreement.

"LP Loans" means the loans which may be made by AHF (or its designee) to the Partnership pursuant to Section 5.10(b) of this Agreement.

"Management Agreement" shall have the meaning set forth in Section 6.16(a) of this Agreement.

"Misconduct Event" shall have the meaning set forth in Section 6.9(h) of this Agreement.

"Misconduct Indemnity" shall have the meaning set forth in Section 6.9(h) of this Agreement.

"NCF Percentage" means 90% unless either the Greatest Excess LP Loan Amount at any time exceeds $50,000.00 or a Conversion occurs, in which event the NCF Percentage shall be determined in accordance with Exhibit K of this Agreement.

"Net Cash Flow" means, for any period of time, the excess, if any, of Cash Receipts for such period over Cash and Accrued Expenditures for such period.

"Net Operating Income" means with respect to any period the following:

(a) The gross operating income and rental revenues actually received by or paid to or for the account of the Partnership with respect to the operation, leasing and occupancy of the Apartment Complex, excluding tenant security deposits received by the Partnership, but
including, but not limited to, any and all of the following: (i) rentals paid by tenants under leases consistent with the Project Documents or the proceeds of rental interruption insurance; (ii) late charges and interest paid by tenants; (iii) rents and receipts from vending machines and similar items; (iv) fees from carports, if applicable; (v) cable television and telephone revenues; and (vi) tenant security deposits forfeited by tenants or applied against amounts due from tenants; minus

(b) All expenses related to operation of the Apartment Complex (excluding any Debt Service Expense, whether paid or accrued) accrued during the applicable period, including, without limitation, the following items: (i) operating expenses; (ii) real and personal property taxes, special assessments or similar charges and sales or use taxes applicable to the operations of the Apartment Complex; (iii) property management fees; (iv) insurance expenses; (v) the funding of the Reserve For Replacements, the Operating Reserve and other reserves required under the Project Documents; (vi) marketing costs, leasing commissions, advertising and promotions costs; (vii) maintenance and repair costs related to the Apartment Complex; and (viii) legal and accounting fees related to the operation of the Apartment Complex; provided, however, that such disbursements shall exclude payments and distributions to be made pursuant to Article 9 of this Agreement and refunds to tenants of security deposits, and expenditures from the Reserves for Replacements and other reserves required to be maintained under the Project Documents to the extent that the funding of such reserves is otherwise considered a cash expenditure under the terms of this definition.

Net Operating Income shall be calculated on an accrual basis with appropriate seasonal adjustments for periods less than an entire year. AHF shall make the calculation of Net Operating Income in its reasonable discretion, and such calculation shall be binding on all the Partners. In calculating Net Operating Income for the Apartment Complex, AHF shall be entitled to apply the greater of (i) 5%, or (ii) the actual vacancy percentage for the Apartment Complex.

"Notice" means written notice delivered under this Agreement, which is delivered in accordance with Section 16.11 of this Agreement and which contains the information required by this Agreement to be communicated to such Partner.

"Occupancy Level (Economic)" means as of a particular date, the percentage resulting from the division of (a) actual rents and lease payments derived from the Apartment Complex for any particular month by (b) potential rents of the Apartment Complex for any particular month assuming 100% occupancy, provided such rents will not exceed the maximum tax credit rents.

"ODG Cap" has the meaning set forth in Section 6.9(b) of this Agreement.

"OFAC" has the meaning set forth in Section 4.3 of this Agreement.

"Operating Deficit" means, for any specified period of time, the amount by which Cash and Accrued Expenditures exceed Cash Receipts. Operating Deficits shall be determined for a specified time by AHF, based on the calculation in the form of Exhibit P attached hereto.

"Operating Deficit Guaranty" has the meaning set forth in Section 6.9(b) of this Agreement.
"Operating Deficit Loan" has the meaning set forth in Section 6.9(b) of this Agreement.

"Operating Reserve" has the meaning set forth in Section 6.15 of this Agreement.

"Option Agreement (Apartment Complex)" means the Option Agreement (Apartment Complex) between Lockhart GP and the Partnership of even date herewith, in the form set forth in Exhibit U.

"Option Agreement (General Partner)" means the Option Agreement (General Partner) between Lockhart GP and AHF of even date herewith, in the form set forth in Exhibit T.

"Owner's Title Policy" has the meaning set forth in Section 4.1(d) of this Agreement.

"Partner" means any General Partner and any Limited Partner.

"Partner Loans" means collectively the LP Loans and the GP Loans.

"Partnership" means BC 2018 Lockhart, LP, a Texas limited partnership.

"Partnership Controlling Parties" has the meaning set forth in Section 4.3 of this Agreement.

"Partnership Representative" means AHF, or any other Person designated by AHF.

"Payment Certificate" means a written certificate in the form attached hereto as Exhibit Q.

"Payment Date" means, with respect to any Fiscal Year, the date which is 90 days after the end of such Fiscal Year.

"Percentage Interest" means, with respect to Lockhart GP, 0.01%, and with respect to AHF, 99.99%.

"Permitted Exceptions" has the meaning set forth in Section 4.1(d) of this Agreement.

"Permitted Sources" means the following: (i) the First Priority Loan in an amount not to exceed $4,138,500.00; and (ii) the Capital Contributions actually received by the Partnership (other than any Special Additional Capital Contribution, and the Lockhart GP Special Capital Contribution); and (iii) the Deferred Development Fee to the extent deferral is permitted under the Development Agreement; provided, however, that the aggregate amount of Permitted Sources after Stabilization shall not exceed the sum of (A) $9,208,511.00, and (B) the Upward Adjustor.

"Person" means any individual, partnership, corporation, trust, limited liability company or other entity.

"Plans and Specs" has the meaning set forth in Section 4.1(h) of this Agreement.

"Pledged Payments" shall have the meaning set forth in Section 6.13 of this Agreement.
"Pre-Existing Environmental Condition" means the presence of any Hazardous Materials on, under or near the Land on or prior to the date of Completion.

"Prime Rate" means the prime commercial lending rate as published from time to time by Citicorp North America, Inc.

"Project Documents" means and includes the First Priority Loan Documents, the Regulatory Agreements, the Management Agreement, the Development Agreement, the Construction Contract, the Option Agreement (Apartment Complex), the Option Agreement (General Partner) and all other instruments delivered to (or required by) the First Priority Lender, HUD or the Agency, and all other documents relating to the Apartment Complex and by which the Partnership is bound, as amended or supplemented from time to time.

"Project Lender" means the holder of the First Priority Loan and its respective successors and assigns.

"Project Loan" means the First Priority Loan.

"Projected Credits" means (a) for the entire Credit Period, $5,000,000.00; and (b) for each full year during the Credit Period, $500,000.00; provided that for any partial year during the Credit Period, Projected Credits shall be adjusted appropriately.

"Property Manager" means the property manager for the Apartment Complex under the Management Agreement.

"Qualified Contract" has the definition given it in Section 42(h)(6)(F) of the Code.

"Regulations" means the final and temporary tax regulations promulgated under the Code.

"Regulatory Agreements" means, any regulatory agreements and/or any declaration of covenants and restrictions to be entered into between the Partnership and any applicable government agency setting forth certain terms and conditions under which the Apartment Complex is to be operated, including without limitation, the Extended Use Agreement.

"Reserve For Replacements" means (a) the reserve for replacements to be established by the Partnership and administered in accordance with Section 6.14 of this Agreement, and (b) any funds of the Partnership held by the First Priority Lender as a reserve for repairs and replacements.

"Second Capital Contribution" means the Capital Contribution of AHF paid or payable to the Partnership pursuant to Section 5.1(b)(ii) of this Agreement.

"Secretary" has the definition given it in Section 7701(a)(11) of the Code.

"75% Completion" means the date determined by the Architect and as Consented to by AHF, such Consent not to be unreasonably withheld or delayed, that the Apartment Complex is 75% complete.
"Special Additional Capital Contribution" has the definition given it in Section 5.1(b)(vi) of this Agreement.

"Stabilization" means the date on which (a) the Apartment Complex has attained both an Occupancy Level (Economic) of at least 90% and a 1.15 Debt Service Coverage Ratio for each of three (3) consecutive calendar months of operations and (b) Final Closing has occurred. For purposes of calculating the Debt Service Coverage Ratio for Stabilization, the Partnership shall disregard any property tax exemption, abatement or PILOT payment and shall assume property taxes based on the actual property taxes for the Apartment Complex (or if not available, based on the property taxes of comparable properties located within the Caldwell County real estate taxing jurisdiction).

"State" means the State of Texas.

"State Designation" means, with respect to the Apartment Complex the allocation by the Agency of Tax Credits as to all buildings comprising the Apartment Complex, as evidenced by the receipt by the Partnership of either (a) a carryover allocation of Tax Credits meeting the requirements of Section 42(h)(1)(E) of the Code and Regulations; or (b) Forms 8609 executed by the Agency as to all buildings in the Apartment Complex.

"Substitute GP" shall have the definition given it in Section 8.4(a) of this Agreement.

"Substitute GP Amendment" shall have the definition given it in Section 8.4(c) of this Agreement.

"Substitute LP" means any Person admitted to the Partnership as a Limited Partner pursuant to Section 8.7(b) of this Agreement.

"Tax Credit" means the low-income housing tax credit allowed for certain low income housing projects pursuant to Section 42 of the Code.

"Tax Credit Compliance Guaranty" shall have the definition given it in Section 6.9(d)(v) of this Agreement.

"Tax Credit Loss Event" means any of the following: (a) any act, event or circumstance that gives rise to the recapture of Tax Credits under Code Section 42(j)(2); (b) the filing of a tax return or an amendment to a tax return by the Partnership that reflects a reduction or a disallowance of Tax Credits allocated to AHF pursuant to a previously filed tax return; (c) a disallowance of Tax Credits allocated to AHF following an assessment or audit by the IRS which results in the assessment of a deficiency by the IRS against the Partnership with respect to any Tax Credits previously claimed in connection with the Apartment Complex, unless the Partnership shall timely appeal the decision resulting in such assessment and the collection of such assessment shall be stayed pending the disposition of such appeal; and (d) a decision by the United States Tax Court or any other federal court of competent jurisdiction upholding the assessment described in clause (c) above. Notwithstanding anything in this Agreement to the contrary, the Lockhart GP shall not be responsible for a Tax Credit Loss Event arising solely as a result of the Limited Partner's assignment or other disposition of its Interest in the Partnership.
"Tax Credit Shortfall" means, as to any period of time, the difference between the Certified Credits for such period of time and the Actual Credits for such period of time.

"Tax Credit Tests" means the following: (a) that at least 40% of the units in the Apartment Complex must be occupied by households with income at or below 60% of the area median gross income as required by Section 42(g)(1) of the Code; (b) that gross rents paid by tenants of low-income units in the Apartment Complex must not exceed 30% of the qualifying income standard applicable to the Apartment Complex as required by Code Section 42(g)(2)(A); (c) that at least 80% of gross income from the Apartment Complex in every year must be rental income from or with respect to dwelling units in the Apartment Complex used to provide living accommodations not on a transient basis; and (d) all other tests and requirements imposed under the Code, under the Extended Use Agreement or under other applicable law, or by the Agency under the allocation of Tax Credits, including any reservation or Carryover Allocation as part of the Application.

"Tax Law Change" means any change in the Code which occurs after the date of this Agreement. A Tax Law Change does not include any changes in the Regulations or interpretative changes.

"Third Capital Contribution" means the Capital Contribution of AHF paid or payable to the Partnership pursuant to Section 5.1(b)(iii) of this Agreement.

"Title Company" means Stewart Title of Austin, LLC.

"25% Completion" means the date determined by the Architect and as Consented to by AHF, such Consent not to be unreasonably withheld or delayed, that the Apartment Complex is 25% complete.

"Upward Adjustor" has the meaning set forth in Section 5.1(c)(ii) of this Agreement.


Article 3
PURPOSE OF THE PARTNERSHIP

The purpose of the Partnership is to own the Land and to own, construct, hold, improve, maintain, operate, develop, sell, mortgage, exchange, finance and lease the Apartment Complex, and to engage in any and all general business activities related or incidental thereto. The Partnership may also engage in such other activities as may be reasonably incident or appropriate to furthering the activities of the Partnership with respect to the Apartment Complex and the Land.
Article 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations, Warranties and Covenants Relating to the General Partner, the Apartment Complex and the Partnership. As of the date hereof, and throughout the term of this Agreement for ongoing covenants described in this Section 4.1, Lockhart GP hereby represents, warrants and covenants to the Partnership and to the Partners that:

(a) The execution and delivery of this Agreement by Lockhart GP and the performance by Lockhart GP of the transactions contemplated hereby have been duly authorized by all requisite corporate, limited liability company, partnership or trust actions or proceedings. Lockhart GP is duly organized, validly existing and in good standing under the laws of the state of its formation with limited liability company power to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) At the date hereof and at the time of commencement of construction, the Land is and will be properly zoned for the Apartment Complex, all consents, permissions and licenses required by all applicable governmental entities have been and will have been obtained, and the Apartment Complex conforms and will conform to all applicable federal, state and local land use, zoning, environmental and other governmental laws and regulations, the violation of which would have, or would be likely to have a material adverse effect on the Apartment Complex or the Partnership.

(c) All appropriate public utilities, including sanitary and storm sewers, water, gas, telephone, cable and electricity, are currently available and will be operating properly for all units in the Apartment Complex at the time of first occupancy of such units.

(d) An owner's title insurance policy will be issued by the Title Company in the amount of the full Development Budget at or prior to the Initial Closing (in any such case, the "Owner's Title Policy"), with access, survey, zoning, fairways, non-imputation, subdivision map act and owner's comprehensive endorsements and such other endorsements as may be required by AHF, each to the extent available in the State. The Owner's Title Policy shall be subject only to such easements, covenants, restrictions and such other exceptions as are normally included in owner's title insurance policies in the jurisdiction in which the Apartment Complex is located and which are otherwise acceptable to AHF (the "Permitted Exceptions"). Good and indefeasible fee simple title to the Apartment Complex is held by the Partnership. Lockhart GP has not made any misrepresentation or failed to make any disclosure that will or could result in the Partnership's lacking title insurance coverage based on imputation of knowledge of Lockhart GP to the Partnership.

(e) Except as disclosed on Exhibit N, Lockhart GP is not aware of any default under any agreement, contract, lease, or other commitment, or of any claim, demand, litigation, proceedings or governmental investigation pending or threatened against Lockhart GP, a Guarantor, or the Partnership, or related to the business or assets of the Partnership or of the Apartment Complex, which default, claim, demand, litigation, proceeding or governmental investigation could result in any judgment, order, decree, or settlement of over $10,000.00 against Lockhart GP, a Guarantor, the Partnership or the Apartment Complex. Lockhart GP
shall immediately give Notice to AHF of the occurrence of any such default, claim, demand, litigation, proceeding or governmental investigation.

(f) None of Lockhart GP, Developer, Arx, or any senior officer involved in the management of Lockhart GP, Developer, Arx or Todd Erickson or Jeff Markey has been convicted of a felony.

(g) To the best of its knowledge after due inquiry, the execution of this Agreement, the incurring of the obligations set forth in this Agreement, and the consummation of the transactions contemplated by this Agreement do not violate any provision of law, any order, judgment or decree of any court binding on the Partnership or Lockhart GP or any Affiliate thereof, any provision of any indenture, agreement, or other instrument to which the Partnership or Lockhart GP is a party or by which the Partnership or the Apartment Complex is affected, and is not in conflict with, and will not result in a breach of or constitute a default under any such indenture, agreement, or other instrument or, other than with respect to a Project Loan, result in, create or impose any lien, charge, or encumbrance of any nature whatsoever upon the Apartment Complex.

(h) Lockhart GP has submitted to AHF detailed for-construction plans and specifications for the construction and equipping of the Apartment Complex (including any club houses, pools, tot lots, fitness facilities or other amenities) as stamped by an architect and/or engineer, and Lockhart GP has obtained the Consent of AHF thereto (the "Plans and Specs"). In no event shall the Partnership commence construction without first having obtained the approval of the First Priority Lender (if required by the First Priority Lender) and the Consent of AHF to the Plans and Specs. In addition, Lockhart GP shall not cause or permit any material change to the Plans and Specs without the Consent of AHF.

(i) The Partnership and the Contractor have entered into that certain construction contract relating to the construction of the Apartment Complex, and Lockhart GP has obtained the Consent of AHF thereto (the "Construction Contract"). The Construction Contract obligates the Contractor to construct the Apartment Complex in accordance with the Plans and Specs. No fee, rebate, discount or other consideration or fee (including any advisory or consulting fee) shall be paid to the Contractor in its capacity as the Contractor for the Apartment Complex (or in connection with the construction thereof) other than the amounts set forth in the Construction Contract. In addition, no fee, rebate, discount or other consideration shall be paid to the Developer or Lockhart GP by the Contractor.

(j) Lockhart GP shall not enter into any amendment to the Construction Contract without the Consent of AHF. Lockhart GP shall not cause or permit the Partnership to execute or otherwise approve any change orders or other material changes to the Construction Contract without the Consent of AHF.

(k) The construction and development of the Apartment Complex shall be undertaken and shall be completed in a timely and workmanlike manner in accordance with (i) all applicable requirements of the Project Documents, (ii) all applicable requirements of all appropriate governmental entities, the violation of which would have, or would be likely to have, an adverse effect on the Apartment Complex or the Partnership, and (iii) the Plans and Specs of
the Apartment Complex that have been or shall be hereafter approved by the AHF, as such Plans and Spec may be changed from time to time with the Consent of AHF.

(l) Lockhart GP shall cause the Partnership to use the proceeds of each Draw solely for the purposes specified in the Contractor's Requisition relating to such Draw, or as otherwise delineated in the Draw. Lockhart GP shall obtain the Consent of AHF prior to allowing the Contractor to draw funds from the contingency reserve.

(m) To the extent required by AHF, 100% payment and performance bonds issued by a nationally, financially recognized bonding company, in forms acceptable to AHF, and in amounts satisfactory to AHF, will be obtained by the Contractor at or before Initial Closing and shall remain in full force and effect under terms and conditions as shall be acceptable to AHF. In the alternative, with the Consent of AHF, the obligations of the Contractor will be guaranteed by Lockhart GP and Guarantors and secured by cash, letter of credit or other security acceptable to the AHF.

(n) Lockhart GP will perform the obligations of the General Partner specified in Exhibit I to this Agreement, including without limitation the obligation to cause the Partnership to obtain and maintain insurance in accordance with the requirements of Exhibit I.

(o) Neither the Partnership nor Lockhart GP is obligated to pay any broker or finder fee in connection with the sale of the Apartment Complex to the Partnership.

(p) Lockhart GP shall only use Partnership funds for legitimate Partnership purposes and shall not use Partnership funds for any purpose in violation of any Project Document.

(q) Lockhart GP has not, either individually or on behalf of the Partnership, and the Partnership has not incurred any obligations or entered into any agreements except (i) the Project Documents contemplated by this Agreement, (ii) service contracts entered into in the normal course of business of the Partnership which are terminable on not more than 30 days' notice or upon payment of not more than $2,000.00, (iii) contracts and agreements disclosed to AHF through AHF's due diligence review process, or (iv) obligations which will be fully satisfied at or prior to the execution of this Agreement.

(r) The Partnership is and will continue to be a valid limited partnership, duly organized under the laws of the State, and shall have and shall continue to have full limited partnership power and authority to acquire the Land and to develop, construct, operate and maintain the Apartment Complex in accordance with the terms of this Agreement, and shall have taken and shall continue to take all action under the laws of the State and any other applicable jurisdiction or otherwise that is necessary to protect the limited liability of AHF and to enable the Partnership to engage in its business.

(s) No restrictions on the sale or refinancing of the Apartment Complex, other than the restrictions to be set forth in this Agreement, the Regulatory Agreements and Section 42 of the Code, exist as of the date hereof, and no such restrictions shall, at any time while AHF is a Limited Partner, be placed upon the sale or refinancing of the Apartment Complex.
(t) To the best of its knowledge after due inquiry, at the time of the execution of this Agreement, Lockhart GP has fully complied with all applicable provisions and requirements of any and all purchase and/or lease agreements, stormwater management agreement and other agreements with respect to the purchase of the Land and the development, financing and operation of the Apartment Complex. It shall take, and/or cause the Partnership to take, all actions as shall be necessary to achieve and maintain continued compliance with the provisions, and fulfill all applicable requirements, of such agreements.

(u) As of the later of (i) July 1, 2019; and (ii) the date that is one (1) year after the date on which the Carryover Allocation was made for the Apartment Complex, the Partnership will have had an adjusted basis in the Apartment Complex of more than 10% of the Partnership's reasonably expected basis in the Apartment Complex as of December 31, 2020.

(v) The only tenant eligibility requirements or rent restrictions with which the Apartment Complex and the Partnership must comply, including restrictions necessary to receive the full amount of the Projected Credits, are the following: (i) 40 of the 48 units (the "Tax Credit Units") are subject to occupancy limitation and minimum rent Tax Credit Tests for the term of the Extended Use Agreement; (ii) 9 of the Tax Credit Units will be further restricted to tenants with incomes at less than or equal to 50% of the area median gross income; (iii) 3 of the Tax Credit Units will be further restricted to tenants with incomes at less than or equal to 30% of the area median gross income; and (iv) all of the Tax Credit Units are targeted to the general population. Unless AHF gives its Consent, 8 of the units shall at all times be rented or available for rent as "free market" units without regard to any rent restrictions and occupancy limitations imposed under the Code, the Agency, the Extended Use Agreement or from any other source.

(w) The term of the Extended Use Agreement will not exceed 35 years and under the Extended Use Agreement the Partnership, if approved by the Agency, shall have the right to cause a termination of the Extended Use Agreement after the end of the Compliance Period, but prior to the end of such 35 year term, in accordance with Section 42(h)(6)(E)(i) of the Code.

(x) Developer owns and controls, and shall continue to own and control at all times during the term hereof 65% of all classes of interests of Lockhart GP. Todd Erickson and Jeff Markey each own and control, and shall continue to own and control at all times during the term hereof 50% of all classes of interests of Developer. Arx owns, and shall continue to own at all times during the term hereof 35% of all classes of interests of Lockhart GP. Robbye G. Meyer owns and controls, and shall continue to own and control at all times during the term hereof 100% of all classes of interests of Arx.

(y) All real estate taxes, assessments, water and sewer charges and other municipal charges, to the extent due and payable, have been paid in full on the Apartment Complex or will be paid prior to being past due.

(z) No representation, warranty or statement of Lockhart GP in this Agreement or in any document, certificate or schedule furnished or to be furnished to any Limited Partner pursuant hereto contains or will contain any untrue statement of a material fact.
or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

(aa) Lockhart GP shall keep all sources of funding "in balance" as required by the First Priority Lender and AHF, and has adequate sources of funds to timely achieve Stabilization and satisfaction of other obligations of the Partnership and Lockhart GP in accordance with this Agreement.

(bb) At all times during the term of this Agreement, the Partnership shall comply with the provisions of the Fair Housing Act, as amended.

(cc) Neither Lockhart GP nor the Partnership has entered into any other enforceable agreement or commitment with any other equity investor to acquire the Tax Credits, or, in the alternative, Lockhart GP and/or the Partnership has obtained legally enforceable releases or termination agreements from all prior potential equity investors ("Potential Investors") with whom Lockhart GP and/or the Partnership has previously entered into an agreement whereby said Potential Investors may acquire the Tax Credits. Lockhart GP shall at all times indemnify and hold harmless AHF and its Affiliates (the "AHF Entities"), and all past and present officers, directors, managers, employees, partners, agents, shareholders, members, trustees, predecessors, successors, subrogees, attorneys, insurance carriers, and assigns of the AHF Entities (the "AHF Released Parties") against and from any and all claims, suits, actions, damages, costs, judgments and expenses, of any nature whatsoever, suffered or incurred by the AHF Released Parties as a result of Lockhart GP and/or the Partnership's prior dealings, negotiations, agreements, and/or commitments with Potential Investors.

(dd) Lockhart GP will cause the Partnership to comply with any ongoing requirements under applicable Environmental Laws that affect the Land and the Apartment Complex.

(ee) The Partnership has no employees and shall have none.

(ff) Except as disclosed in the Owner's Title Policy, there are no special assessments of any nature with respect to the Land or the Apartment Complex or any part thereof currently pending, nor has the Partnership or Lockhart GP received any notice of any special assessments or public improvements which are likely to result in such being contemplated; and there are no federal, state or local tax liens encumbering the Partnership's interest in the Land or the Apartment Complex other than the liens for taxes and assessments not yet due and payable.

(gg) Lockhart GP shall prevent a default from occurring (or if such default occurs, the Lockhart GP shall cure such default within any applicable cure period) under the Project Documents resulting from a breach by the Partnership, Lockhart GP, Guarantors or their Affiliates of any term, condition or restriction applicable to such parties under the Project Documents, including, without limitation, (i) a breach of a restriction on the ownership of Lockhart GP or the financial condition of Lockhart GP, Guarantors or their Affiliates, and (ii) compliance with any and all insurance requirements set forth therein or related thereto.

(hh) Neither Lockhart GP nor its Affiliates will receive, directly or indirectly, from the Partnership or from any other Person, any fee, commission, compensation or other
consideration in connection with (i) this Agreement; (ii) the acquisition of the Land, and/or (iii) the construction or operation of the Apartment Complex, except for the payment of fees and distributions to Lockhart GP under this Agreement, to the Developer under the Development Agreement and to the Contractor under the Construction Contract. In furtherance of the foregoing, neither Lockhart GP nor its Affiliates directly or indirectly own any interest in the seller of the Land.

(ii) Lockhart GP shall not commingle Partnership funds with funds of any other Person or misapply or misappropriate funds of the Partnership, including without limitation by the unauthorized payment of fees or lending of Partnership funds to Affiliates of Lockhart GP.

(jj) The Partnership received points under the Agency’s Low-Income Housing Tax Credit ranking system pursuant to the Application, including, but not limited to readiness to proceed, local government support; quantifiable community participation, and input from community organizations. Lockhart GP shall cause the Partnership to develop the Apartment Complex and manage the Partnership in a manner which is consistent with the award of the number of points assigned to the Application by the Agency, unless otherwise Consented to by AHF and by the Agency.

(kk) Lockhart GP shall immediately give Notice to AHF of any oral or written communication received by Lockhart GP or the Partnership from a governmental or regulatory agency, related to the Partnership or the Apartment Complex. Lockhart GP shall promptly provide AHF with a complete copy of any such written materials.

(ll) The Partnership shall not incur any new secured indebtedness or refinance any secured indebtedness without the Consent of AHF.

(mm) Except for the HUD 2530 clearance, no consents of any governmental agencies, including without limitation HUD 2530 clearances, are or shall be required in connection with the admission of AHF to the Partnership or the admission of limited partners to AHF, except as disclosed to AHF in writing.

(nn) Lockhart GP has obtained HUD 2530 clearance in connection with its admission and continued ownership of a general partnership Interest in the Partnership.

(oo) The General Partner shall not be entitled to any reimbursement for costs and expenses, including without limitation salaries, compensation and fringe benefits of employees of General Partner or for General Partner’s overhead.

All of the representations, warranties and covenants contained in this Section 4.1 shall survive the date of Stabilization and the funding date of each Capital Contribution made by AHF. Lockhart GP shall indemnify and hold harmless AHF against a breach of any of the foregoing representations, warranties and covenants and any damage, loss or claim caused thereby, including reasonable attorneys’ fees and costs and expenses of litigation and collection.
4.2 Representations, Warranties and Covenants Relating to Tax Credits and Tax Matters. As of the date hereof, Lockhart GP hereby represents, warrants and covenants to the Partnership and to the Partners that:

(a) The Accountants have certified or will certify to the Partnership and AHF that all amounts included in the determination of Eligible Basis as set forth in the Development Budget and in the Application are properly includable pursuant to the Code and IRS rulings.

(b) Lockhart GP shall cause the Accountants to certify the Eligible Basis of the Apartment Complex in conjunction with the Partnership's application to the Agency for Forms 8609 and in conjunction with the audited cost certification of Eligible Basis prepared in connection with the making of the Third Capital Contribution.

(c) No portion of the Apartment Complex's Eligible Basis, including the portion of the Development Fee included in Eligible Basis, is allocable, under the Code and rulings issued by the IRS, to land costs, organizational or syndication costs. Land preparation costs included in Eligible Basis are inextricably associated with depreciable assets of the Partnership.

(d) Any portion of the Development Fee that is included in Eligible Basis, including any portion the payment of which is deferred, is properly includable in Eligible Basis under the Code and IRS rulings.

(e) Lockhart GP shall provide to the Accountants and AHF, promptly upon their request, such written documentation as is reasonably requested by the Accountants or AHF in order to verify the determination of Eligible Basis, including documentation supporting the allocation of any costs incurred by the Partnership into the determination of Eligible Basis.

(f) The Apartment Complex will be developed in a manner which satisfies the Tax Credit Tests.

(g) Lockhart GP shall execute on behalf of the Partnership all documents necessary to elect, pursuant to Sections 734, 743 and 754 of the Code, to adjust the basis of the Partnership's property upon the request of AHF, if, in the sole opinion of AHF, such election would be advantageous to AHF. Lockhart GP shall cause the Partnership to make an election to be treated as an "electing real property trade or business" pursuant to Section 163(j) of the Code to avoid the interest deduction limitation imposed under Section 163(j)(1) of the Code, and shall depreciate the Apartment Complex under the alternative depreciation system of Section 168(g)(1)(F) of the Code upon the request of AHF if, in the sole opinion of AHF, such election would be advantageous to AHF. Lockhart GP shall not elect to not take bonus depreciation for the Apartment Complex without the Consent of AHF, in AHF's sole and absolute discretion.

(h) Lockhart GP has made (if applicable) and shall make such elections, or refrain from making such elections, with respect to the Tax Credits, as are necessary to achieve and maintain the maximum allowable Tax Credits during the Credit Period to AHF, unless otherwise directed by AHF. Any such elections (including elections made at the direction or with the Consent of AHF) shall not reduce the obligations of Lockhart GP pursuant to this Agreement.
(i) None of the costs to develop and construct the Apartment Complex has been paid for, directly or indirectly, from the proceeds of bonds the interest on which is exempt from tax under Section 103 of the Code, and the Eligible Basis of the Apartment Complex shall not include any costs financed with the proceeds of a federally funded grant pursuant to Section 42(d)(5)(A) of the Code.

(j) By no later than December 31, 2018, or such earlier date as may be required by the Agency, the Partnership has received valid State Designation, in the form of a Carryover Allocation, with respect to the Apartment Complex in the amount of not less than $5,000,000.00.

(k) The Apartment Complex is not a scattered site project within the meaning of Section 42(g)(7) of the Code.

(l) The Agency has designated the Apartment Complex as requiring an increase in Tax Credits for financial feasibility under Section 42(d)(5)(B)(v) of the Code so that the Project is treated as located in a "difficult development area" under Section 42(d)(5)(B) of the Code. Consequently, the Partnership is entitled to increase the Eligible Basis of the buildings comprising the Apartment Complex to 130% of what it would otherwise be.

(m) The Agency has issued a Carryover Allocation for Tax Credits for the Apartment Complex in the amount of not less than $500,000.00 for each year during the Credit Period and the Partnership will satisfy, on a timely basis, all requirements necessary to be eligible to receive from the Agency, in accordance with Section 42 of the Code, the issuance of a Carryover Allocation for the Tax Credits and Forms 8609 with respect to each of the buildings in the Apartment Complex reflecting Tax Credits in the amount of not less than the amount of Projected Credits annually (subject to the application of adjusters in accordance with Section 5.1(c) of this Agreement).

(n) The Partnership has not made, and Lockhart GP will not cause the Partnership to make, an election under Regulations Section 301.7701-(3)(c) to be classified as an association taxable as a corporation.

All of the representations, warranties and covenants contained in this Section 4.2 shall survive the date of Stabilization and the funding date of each Capital Contribution made by AHF. Lockhart GP shall indemnify and hold harmless AHF against a breach of any of the foregoing representations, warranties and covenants and any damage, loss or claim caused thereby, including reasonable attorneys’ fees and costs and expenses of litigation and collection.

4.3 Office of Foreign Assets Control; USA Patriot Act and Related Covenants.

Neither the Partnership nor Lockhart GP, or any Person that owns or controls the same (collectively, the "Partnership Controlling Parties"), or to their knowledge, any other Person providing financing for the development or operation of the Apartment Complex is:

(a) in violation of (i) any applicable anti-money laundering laws, including, without limitation, those contained in the USA Patriot Act and the Bank Secrecy Act, (ii) any applicable economic sanction laws administered by the U.S. Treasury Department Office of
Foreign Assets Control ("OFAC"), including, without limitation, Executive Order No. 13224, or (iii) any applicable anti-drug trafficking or anti-terrorism laws, civil or criminal, or

(b) a Person who (i) is charged with, or has reason to believe that he, she or it is under investigation for, any violation of any such laws, (ii) has been convicted of any violation of, been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws, (iii) is named on the list of "Specially Designated Nationals or Blocked Persons" maintained by OFAC (or any successor U.S. government office or list), (iv) is otherwise identified by any U.S. government office or legal authority as a person with whom a U.S. person is prohibited from transacting business under any other applicable law, (v) is owned, controlled by, or affiliated with any Person identified in clause (i), (ii), (iii) and/or (iv) hereof, or (vi) is engaged in any dealings or transactions for or on behalf of or otherwise associated with any Person identified in clause (i), (ii), (iii) and/or (iv) hereof.

4.4 Specially Designated Nationals or Blocked Persons; USA Patriot Act. AHF hereby notifies the Partnership and Lockhart GP that, pursuant to the requirements of the USA Patriot Act, AHF is required to obtain, verify and record information that identifies the Partnership and the Partnership Controlling Parties, which information includes the name and address of the Partnership and the Partnership Controlling Parties, and other information that will allow AHF to identify the Partnership and the Partnership Controlling Parties in accordance with the USA Patriot Act. Accordingly, and in addition, as necessary under applicable economic sanction laws administered by OFAC, including, without limitation, Executive Order No. 13224, AHF reserves the right, from time to time, to require the Partnership and Lockhart GP to provide the information detailed above and, without Consent, to compare the names of the Partnership and the Partnership Controlling Parties and any current or future Partnership Controlling Party against the list of "Specially Designated Nationals or Blocked Persons" as set forth on the list of such persons published by OFAC (or any successor U.S. government office or list).

Article 5
CAPITAL CONTRIBUTIONS AND PARTNER LOANS

5.1 Capital Contributions.

(a) Lockhart GP.

(i) Initial Capital Contribution. Lockhart GP has made a Capital Contribution to the Partnership of $100.00. Lockhart GP represents that as of the date of this Agreement its Capital Account does not exceed $100.00.

(ii) Lockhart GP Special Capital Contribution. If the Partnership has not paid the Development Fee, including the Deferred Development Fee, in full by the first to occur of (A) December 31, 2032, (B) the date of liquidation of the Partnership, (C) the date of Conversion (other than a Conversion based solely on a Dilution Conversion Event), or (D) the date of removal of Lockhart GP from the Partnership (the "DDF Outside Date"), then on the DDF Outside Date Lockhart GP shall make a Capital Contribution equal to the amount of such outstanding Development Fee (the "Lockhart GP Special Capital Contribution"). The
amended and restated partnership agreement

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partnership shall use the proceeds of lockhart gp special capital contribution to pay such outstanding development fee.

(b) AHF. the aggregate capital contributions AHF shall make to the partnership, subject to adjustment as provided in section 5.1(c) of this agreement, is $4,253,075.00. subject to the provisions of this agreement, including, without limitation, the provisions of sections 5.1(c) and 5.4 of this agreement, AHF shall be obligated to make capital contributions to the partnership in installments, as follows:

(i) First Capital Contribution. AHF shall make a First Capital Contribution (the "First Capital Contribution") in the amount of $3,933,864.00 on a draw basis as described in this section 5.1(b)(i), in accordance with the procedures set forth in section 5.2(a) of this agreement.

(A) the first draw of the First Capital Contribution shall be made in an amount equal to $850,615.00 and will be funded on a draw basis in accordance with section 5.2 of this agreement. The first draw of the First Capital Contribution shall be made when the following conditions have been met: (i) receipt of the legal opinion required pursuant to section 5.5 of this agreement, (ii) receipt of an executed Guaranty, the Lockhart GP Pledge, Developer Pledges, Development Agreement and Incentive Partnership Management Agreement; and (iii) Initial Closing. Of the first draw of the First Capital Contribution, the Partnership shall use (i) $117,282.00 to fund the Operating Reserve, (ii) $165,540.00 to fund the Marketing and Rent Up Reserve, (iii) to pay Development Costs, and (iv) to reimburse the Lockhart GP for Development Costs funded.

(B) The second draw of the First Capital Contribution shall be made in an amount equal to $310,000.00 and will be funded on the later of: (i) 25% Completion or (ii) January 2, 2019. The second draw of the First Capital Contribution shall be used to pay Development Costs and to reimburse the Lockhart GP for Development Costs funded.

(C) The third draw of the First Capital Contribution shall be made in an amount equal to $2,151,249.00 and will be funded on the later of: (i) 50% Completion or (ii) April 1, 2019. The third draw of the First Capital Contribution shall be used to pay Development Costs and to reimburse the Lockhart GP for Development Costs funded.

(D) The fourth draw of the First Capital Contribution shall be made in an amount equal to $622,000.00 and will be funded on the later of: (i) 75% Completion or (ii) July 1, 2019. The fourth draw of the First Capital Contribution shall be used to pay Development Costs and to reimburse the Lockhart GP for Development Costs funded.

(E) Notwithstanding anything to the contrary in section 5.1(b)(i)(A), (B), (C) and (D), AHF may, in its sole discretion, after satisfaction of all of the conditions set forth in section 5.1(b)(i)(A), (B), (C) and (D) above, fund only that
portion of the First Capital Contribution equal to the amount required to pay actual Development Costs that have been incurred as of the date all of the above conditions have been satisfied. Any portion of the First Capital Contribution that is not funded due to the application of the preceding sentence will be held by AHF and paid in one or more additional installments, not more frequently than monthly, in accordance with Section 5.2(a) of this Agreement, as and when actual Development Costs intended to be funded by the First Capital Contribution are incurred.

(ii) Second Capital Contribution. After satisfaction of all of the conditions set forth below, review and approval by AHF of the items described below, and delivery by Lockhart GP to AHF of the Second Payment Certificate, but in no event earlier than October 1, 2019, AHF shall make the Second Capital Contribution in the amount of $50,000.00, subject to reduction and withholding as provided in Sections 5.1(c) and 5.4 of this Agreement:

(A) General Partner's Certificate. AHF shall have received a certificate from the General Partner that the representations, warranties and covenants in Article 4 and Section 6.18 of this Agreement are true and accurate as of the date of the proposed Second Capital Contribution and that the General Partner and the Partnership are not in default of any of their obligations hereunder and under the Project Documents as of the date of the proposed Second Capital Contribution.

(B) Physical Inspection. An authorized representative of AHP, or a construction consultant selected by AHF, shall have prepared a physical inspection report (which report shall be delivered within 10 Business Days of written Notice by the General Partner to AHF that the Apartment Complex is complete).

(C) Completion. Completion of the Apartment Complex shall have occurred.

(D) Title Policy. To the extent available from the jurisdiction in which the Apartment Complex is located, the Title Company shall have issued the following endorsements to the Owner's Title Policy: (1) an endorsement indicating that the Partnership owns fee simple title to the Land; (2) a "date down" endorsement extending the effective date of the Owner's Title Policy to the date of funding and showing no exceptions to the title other than the Permitted Exceptions, except as shall be acceptable to AHF; and (3) any other endorsements as may be required by AHF. If such endorsements are not available in the jurisdiction in which the Apartment Complex is located, AHF shall have received such confirmation of the matters described in items (1) and (2) above as AHF may reasonably require.

(E) "As-Built" Survey. AHF shall have received and approved an updated and recertified ALTA Survey meeting the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, including Items 1-4, 6 through 11, and 13-21 thereof, and such other matters as shall be satisfactory to AHF, dated no more than 30 days prior to the date of funding.
(F) "As-Built" Plans and Specifications. The General Partner shall have submitted to AHF a written document executed by the General Partner, the architect and the Contractor certifying that no material changes have been made to the approved "for-construction" Plans and Specs.

(G) Permits, Licenses and Certificates of Occupancy. AHF shall have received a copy of any permits and licenses which are required for the operation and use of the Apartment Complex and a copy of the final and unconditional certificate or certificates of occupancy, or the equivalent, issued by the appropriate governmental authorities for the Apartment Complex in its entirety.

(H) Environmental Matters. AHF shall have received a report in form satisfactory to AHF showing that radon gas is not present in any of the apartment units at a level above the recommended permitted safe level as determined by the Environmental Protection Agency or any other applicable governmental authority; provided that, a radon report shall not be required if the Apartment Complex is located in Zone 3 on the radon map issued by the federal Environmental Protection Agency. In addition, the General Partner has provided AHF evidence that the construction of the Apartment Complex did not result in the filling or disturbance of any wetlands and that any actions recommended to be taken which were contained in any environmental assessment reports prepared in conjunction with the development of the Apartment Complex or were contained in any report by the Environmental Consultant have each been appropriately completed in a manner that fully complies with such recommendations and Environmental Laws.

(I) Rent Roll. The General Partner shall have delivered to AHF a current rent roll for the Apartment Complex certified to AHF by the General Partner and the Property Manager, and in form and substance reasonably satisfactory to AHF, together with copies of all first-year tenant files.

(J) Estoppel Certificates. The General Partner shall have provided AHF with an estoppel certificate from the First Priority Lender or other evidence satisfactory to AHF that there are no defaults or events which, with notice or the passage of time, or both, would constitute a default under the First Priority Loan Documents.

(K) Evidence of Applicable Fraction. AHF shall have received satisfactory evidence that the Applicable Fraction (as defined in Section 42(c)(1)(B) of the Code) for the Apartment Complex equals or exceeds 40% determined as of the date of the Second Capital Contribution.

(L) Architect's Certificate. The General Partner shall have delivered to AHF an architect's certificate in the form requested by AHF.

(M) Payment of Taxes. AHF shall have received satisfactory evidence (which may be included in the endorsements to the Owner's Title Policy described in Section 5.1(b)(ii)(D) of this Agreement) that all real property taxes and
assessments for the Apartment Complex due and payable through the date of funding have been timely and fully paid or are not yet past due and incurring penalty.

(N) **Other Documentation.** AHF shall have received such other documentation as it may reasonably request to verify the accuracy of the representations and warranties and compliance with the covenants, duties and obligations set forth in this Agreement.

(O) **Carryover Documentation.** AHF shall have received and approved the Carryover Allocation, and other documents supporting the Carryover Allocation, including without limitation the Accountants 10% certification and back-up documentation supporting the Accountant's 10% certification.

(P) **Management Agreement.** If the Management Agreement is not executed and delivered on or before Initial Closing, or if the Property Manager is replaced or a new Management Agreement is executed after Initial Closing, AHF shall have received and approved the Management Agreement.

(Q) **AHP Specified Products Utilization Plan.** AHF shall have received a completed form of AHP Specified Products Utilization Plan and corresponding invoices confirming the use of specified products in the construction of the Apartment Complex, if applicable.

(R) **No Event of Default.** Lockhart GP shall not be in default of its obligations hereunder, including without limitation, current on all reporting requirements set forth in Section 12.5 of this Agreement.

(S) **Due Diligence.** AHF shall have completed, to its satisfaction, due diligence as to the Partnership, Guarantors, the General Partner and acquisition of the Land and development financing and future operation of the Apartment Complex. AHF shall have received all items which were required as a condition to the First Capital Contribution but which AHF deferred until the Second Capital Contribution, plus all post-closing conditions shall have been satisfied. In addition, AHF has determined that there has been no material adverse change to the facts disclosed by the prior due diligence it conducted with respect to the Partnership, the General Partner, Guarantors, the Land and/or the development, financing and operations of the Apartment Complex prior to its admission to the Partnership.

Notwithstanding anything to the contrary in Section 5.1(b)(ii) above, AHF may, in its sole discretion, after satisfaction of all of the conditions set forth in Section 5.1(b)(ii) above, fund only that portion of the Second Capital Contribution equal to the amount required to pay actual Development Costs that have been incurred as of the date all of the above conditions have been satisfied. Any portion of the Second Capital Contribution that is not funded due to the application of the preceding sentence will be held by AHF and paid in one or more additional installments, not more frequently than monthly, in accordance with Section 5.2(a) of this Agreement, as and when actual Development Costs intended to be funded by the Second Capital
Contribution are incurred. The funds contributed as the Second Capital Contribution shall be used to pay Development Costs.

(iii) Third Capital Contribution. After satisfaction of the following conditions and delivery by Lockhart GP to AHF of the Third Payment Certificate, but in no event earlier than July 1, 2020, AHF shall make the Third Capital Contribution in the amount of $219,211.00, subject to reduction and withholding as provided in Sections 5.1(c) and 5.4 of this Agreement: (A) the funding of AHF’s Second Capital Contribution; (B) receipt of any items which were required as a condition to the Second Capital Contribution but which AHF deferred until the Third Capital Contribution; (C) receipt of documents reasonably satisfactory to AHF evidencing the conversion of the First Priority Loan from interest only payment to principal and interest payments; (D) the occurrence of Stabilization; (E) receipt of an audited cost certification of Eligible Basis (as defined in Section 42(d) of the Code) for the Apartment Complex prepared by the Accountants; (F) receipt of draft Forms 8609 for the entire Apartment Complex, if available; (G) receipt by AHF of a copy of an as-recorded Extended Use Agreement; (H) receipt of a certificate from the General Partner that (1) the representations, warranties and covenants in this Agreement (including without limitation in Article 4 and Section 6.18 of this Agreement) continue to be true and accurate through the date of the proposed Third Capital Contribution, and (2) the Partnership and the General Partner are not in default of any of their obligations with respect to the Partnership or the Apartment Complex at such time, including without limitation, current on all reporting requirements set forth in Section 12.5 of this Agreement; and (I) receipt of such other documentation as it may reasonably request to verify the accuracy of the representations and warranties and compliance with the covenants, duties and obligations set forth in this Agreement (including without limitation, in Article 4 and Section 6.18 of this Agreement). Of the Third Capital Contribution, the Partnership shall use (i) $12,000.00 to fund the Reserve For Replacements and (ii) to pay Development Costs.

(iv) Fourth Capital Contribution. After satisfaction of the following conditions and delivery by Lockhart GP to AHF of the Fourth Payment Certificate, but in no event earlier than October 1, 2020, AHF shall make the Fourth Capital Contribution in the amount of $50,000.00, subject to adjustment and withholding as provided in Sections 5.1(c) and 5.4 of this Agreement: (A) the funding of the Third Capital Contribution; (B) evidence that the Apartment Complex has attained both an Occupancy Level (Economic) of at least 90% and a 1.15 Debt Service Coverage Ratio for the period, in the aggregate, from the date of funding the Third Capital Contribution until the date of funding the Fourth Capital Contribution; (C) receipt of any items which were required as a condition to the Third Capital Contribution but which AHF deferred until the Fourth Capital Contribution; (D) receipt of Forms 8609 for the entire Apartment Complex executed by the Agency; (E) receipt of Partnership tax returns for the first year of the Credit Period; (F) receipt of a certificate from the General Partner that (1) the representations, warranties and covenants in this Agreement (including without limitation, in Article 4 and Section 6.18 of this Agreement) are true and accurate as of the date of the proposed Fourth Capital Contribution, and (2) the Partnership and the General Partner are not in default of any of their obligations with respect to the Partnership or Apartment Complex at such time, including without limitation, current on all reporting requirements set forth in Section 12.5 of this Agreement, and (G) receipt of such other documentation as it may reasonably request to verify the accuracy of the representations and warranties and compliance with the covenants, duties and obligations set forth in this Agreement (including without limitation, in Article 4 and Article 6 and
Section 6.18 of this Agreement). The Partnership shall use the Fourth Capital Contribution to pay Development Costs.

(v) **Cost Savings.** AHF shall determine the amount of Cost Savings as of the date of the Third Capital Contribution. If Cost Savings exist, on such date the Partnership shall use Cost Savings (with the Consent of AHF) as follows: (A) until the Deferred Development Fee has been paid in full, 90% to the payment of the Deferred Development Fee and 10% to AHF as a distribution, and (B) the balance, if any, to make a principal payment on the First Priority Loan, if permitted under the First Priority Loan Documents and no prepayment penalty is incurred, or, if no prepayment is permitted under the First Priority Loan Documents, then 10% to AHF as a distribution and 90% to Lockhart GP as an additional incentive development fee.

(vi) **Special Additional Capital Contributions.** If, in any Fiscal Year, AHF's Capital Account balance may be reduced to or below zero, AHF may, in its sole and absolute discretion, make a special additional Capital Contribution to the Partnership in an amount reasonably required to avoid the reduction of AHF's Capital Account balance to or below zero (a "Special Additional Capital Contribution"). If AHF makes a Special Additional Capital Contribution to the Partnership pursuant to this Section 5.1(b)(vi), AHF shall receive a guaranteed payment pursuant to Section 5.7 of this Agreement for the use of its Special Additional Capital Contribution.

(c) **Adjustment to Capital Contributions of AHF.** Upon the issuance of Forms 8609, the Accountants shall calculate the Upward Adjustor or the Downward Adjustor, as applicable. If subsequent events result in an increase or decrease in the Late Delivery Adjustment, then the Accountants shall recalculate the Upward Adjustor or the Downward Adjustor, as applicable, and the Partners or the Partnership, as appropriate, shall make payments pursuant to Sections 5.1(c)(i) and 5.1(c)(ii) of this Agreement to reflect such recalculation.

(i) **Downward Adjustor.** If there is a Downward Adjustor, then the Capital Contributions of AHF shall be immediately reduced by the Downward Adjustor. The Downward Adjustor shall first reduce the Second Capital Contribution (if it has not previously been funded), and then to the extent necessary, the Third Capital Contribution, and then to the extent necessary, the Fourth Capital Contribution. If the Downward Adjustor exceeds the total of all unfunded Capital Contributions (prior to the reduction under this provision), then Lockhart GP shall make a payment to the Partnership within 75 days after AHF delivers to the Partners a written calculation of the Certified Credits equal to the amount of such excess, and the Partnership shall immediately distribute such amount to AHF as a return of its Capital Contributions. Such payment by Lockhart GP shall constitute a non-reimbursable funding by it of Excess Development Costs and shall not give rise to any right as a loan or credit as a Capital Contribution which would otherwise result in any increase in the Capital Account of Lockhart GP.

(ii) **Upward Adjustor.** If there is an Upward Adjustor, then the Fourth Capital Contribution shall be increased by the Upward Adjustor; provided, however, that AHF shall not be obligated to increase its Capital Contributions in an amount greater than 5% of its aggregate Capital Contributions set forth in Section 5.1(b). The Partnership shall use the
increase in the Fourth Capital Contribution (A) first to pay Development Costs (other than Deferred Development Fee and Operating Deficits), and (B) then, as Cost Savings pursuant to Section 5.1(b)(v) of this Agreement.

(iii) **Adjustor Definitions.** The following definitions shall apply for purposes of determining adjustments to Capital Contributions:

"**Upward Adjustor**" shall mean the following: (a) if there is a Certified Credit Increase, the positive amount, if any, by which the Certified Credit Increase exceeds the Late Delivery Adjustment; or (b) if either there is a Certified Credit Decrease, or if the Certified Credit Adjustment is zero, then zero.

"**Downward Adjustor**" shall mean the following: (a) if either there is a Certified Credit Decrease or if the Certified Credit Adjustment is zero, then the Certified Credit Decrease plus the Late Delivery Adjustment; or (b) if there is a Certified Credit Increase, the positive amount, if any, by which the Late Delivery Adjustment exceeds the Certified Credit Increase. Notwithstanding the foregoing, if the Partnership's tax return is amended to reflect an increase in Tax Credits for a year in which a Downward Adjustor was imposed, the Partnership shall increase the Actual Credits for the year in which the Partnership tax return is amended (rather than for the year the original Partnership tax return was prepared).

"**Certified Credit Adjustment**" shall equal the product of (a) Certified Credits for the Credit Period (excluding any Tax Credits resulting from an increase in qualified basis under Section 42(f)(3) of the Code), minus $4,999,500.00, and (b) $0.8507. The Certified Credit Adjustment may be a positive or negative number. A positive Certified Credit Adjustment is referred to as a "**Certified Credit Increase**"; a negative Certified Credit Adjustment is referred to as a "**Certified Credit Decrease**".

"**Late Delivery Adjustment**" shall mean the sum of the following: (a) if $462,454.00 of Certified Credits exceeds Actual Credits for Fiscal Year 2020 without regard to an upward or downward adjustment, then such excess multiplied by $0.70; and (b) with respect to each subsequent Fiscal Year during which there are no Actual Credits or to which Section 42(f)(2) of the Code applies (special rule for first year of Credit Period), if $499,950.00 (without regard to an upward or downward adjustment) exceeds Actual Credits for such Fiscal Year, then such excess multiplied by $0.70.

(iv) **Certified Credits Calculation.** Lockhart GP shall cause the Accountants to provide to the Partners a calculation of the Certified Credits for each year during the Credit Period based, among other things, on the Forms 8609 issued by the Agency for all the buildings comprising the Apartment Complex and on the cost certification prepared in connection with the application by the Partnership for Forms 8609.

(v) **Projected Late Delivery Adjustment or Projected Certified Credit Decrease.** If AHF determines in its reasonable discretion (based on the Cost Certification or
other objective information provided by the Accountants) that the projected Late Delivery Adjustment and/or projected Certified Credit Decrease exceeds the amount of the Fourth Capital Contribution, then AHF may cause the withholding of payment of any Capital Contribution otherwise payable to the Partnership in an amount determined by AHF in its reasonable discretion to insure that there are sufficient funds to account for the projected Late Delivery Adjustment and/or projected Certified Credit Decrease; provided that, if the Accountants provide information indicating, or AHF is otherwise able to determine, that such Late Delivery Adjustment and/or Certified Credit Decrease will not occur, any amounts so withheld shall be funded to the Partnership at such time.

(d) Payment of Legal Fees; Excess Legal Fee Capital Contributions. The Partnership shall pay the legal fees, costs and expenses incurred by AHF in connection with this Agreement, the due diligence activities of AHF and the closing of the transactions described herein ("Legal Fees"). If the Legal Fees exceed $55,000.00, then AHF shall make a Capital Contribution to fund the amount of such excess. If AHF has funded its First Capital Contribution and satisfied its obligation to make any Capital Contribution required of it under this Section 5.1(d), then the Partnership shall pay the Legal Fees either upon execution of this Agreement or within 10 days after receipt of invoices, with respect to Legal Fees billed after the execution of this Agreement. AHF’s agreement to make a Capital Contribution or Capital Contributions equal to the amount of the excess over $55,000.00 does not apply to legal fees, costs or expenses incurred by AHF in connection with any subsequent amendments or further transactions relating to the Partnership or the Apartment Complex, which legal fees shall be a Partnership obligation (unless such amendments or further transactions are initiated by AHF in connection with a transfer of its Interest) and shall be paid by the Partnership within 10 days after receipt of invoices.

(e) Deposits of Capital Contributions. The cash portion of the Capital Contributions of each Partner shall be deposited at Lockhart GP’s discretion in a segregated checking, savings and/or money market or similar account to be established and maintained in the name of the Partnership or invested in government securities or certificates of deposit issued by any bank. Lockhart GP shall not use a "standardized clearing account" for any depository account. Thereafter, such amounts shall be utilized for the conduct of the Partnership business under this Agreement.

5.2 Draw Requests.

(a) AHF has designated AHP as its agent for the purpose of reviewing copies of requests for draws under the First Priority Loan and Capital Contributions to pay costs of constructing the Apartment Complex ("Draws"). AHF has the right, exercisable from time to time as hereinafter provided, to appoint another person or entity as its agent for such purpose by delivering to the Partnership written notice of the appointment of a successor agent. The agent at any time serving as the agent of AHF hereunder shall hereinafter be called the "Agent."

(b) Draws shall be requested as follows:
Amended and Restated Partnership Agreement

(i) Not more than once a month and not less than five Business Days before the date on which the Partnership desires a Draw to be made, the Partnership shall deliver to the Agent the following documents (together, the "Draw Documents"):

(A) an original Contractor's requisition for payment (the "Contractor's Requisition") in a form reasonably satisfactory to the Agent (American Institute of Architects standard form G-722 or G-702/G-703 shall be deemed satisfactory) certified by the architect for actual improvements in place and for materials securely stored on site through the date of that requisition;

(B) an original Schedule of Values showing costs incurred in the various construction and soft cost categories, summarized in a format provided by the Agent, together with copies of invoices or other appropriate backup information required by AHF or the Agent;

(C) a certification from the General Partner that as of the date of the Draw request neither the Partnership nor the General Partner are in default of any of their obligations under this Agreement or any Project Document, and the representations, warranties and covenants of the General Partner in this Agreement (including without limitation, in Article 4 and Section 6.18 of this Agreement) continue to be true and accurate;

(D) a copy of an Owner's and Contractor's Affidavit acceptable to AHF duly executed and acknowledged on behalf of the Contractor and the Partnership;

(E) copies of the partial waiver of liens (subject to retainages) for current invoices and the unconditional waiver of liens for past invoices, of each subcontractor and material supplier, as to all work performed and materials purchased for which the immediately preceding Draw, if any, had been made, in form acceptable to the Title Company, and an accounting prepared by the Contractor of all payments made under the immediately preceding Draw;

(F) with respect to the first Draw made after the pouring of foundations, a foundation survey of the real property (locating the foundations only); and

(G) a copy of the project schedule, updated monthly, showing the progress of the work.

(ii) The Agent shall have five Business Days after receiving the Draw Documents in which it has the right to object to the Draw on the basis that the Draw Documents are incomplete or inaccurate, or do not otherwise comply with the Project Documents or this Agreement. As soon as practical after receipt of such notice, the Partnership shall complete the Draw Documents, correct all inaccuracies and resubmit the Draw Documents for approval. If the Agent does not object to the Draw Documents within such five-day period, the Draw Documents shall be deemed approved.

(iii) Upon approval of the Draw Documents, the Partnership shall have the examination of title to the Apartment Complex updated through the date of the Draw and...
have the Title Company deliver to the Partnership, with a copy to the Agent, endorsements issued by the Title Company to the Owner's Title Policy which (1) increase the coverage thereunder by the amount of the Draw, (2) update the date thereof through the date of the Draw and (3) report no exceptions for filed mechanics or materialmen's liens (or if such liens are reported, affirmatively insures the insured thereunder against loss or damage caused by such liens). Within five Business Days after the Agent receives copies of such endorsements, AHF shall authorize funding of the Draw by wire transfer to the Partnership.

5.3 Return of Capital Contribution. Except as provided in this Agreement, no Partner shall be entitled to demand or receive the return of its Capital Contribution.

5.4 Withholding of Capital Contribution Upon Default. If (a) Lockhart GP shall not have substantially complied with any of the provisions under this Agreement after the expiration of any applicable cure period, (b) a Project Lender has declared the Partnership to be in default under the related Project Loan, or (c) foreclosure proceedings have been commenced against the Apartment Complex, then Lockhart GP shall be in default of this Agreement, and AHF, without limiting any of its other rights, at its sole election, may cause the withholding of payment of any Capital Contribution that would be used to pay Development Fee that is otherwise payable to the Partnership. All amounts so withheld by AHF under this Section 5.4 shall be promptly released to the Partnership only after Lockhart GP has cured or caused to be cured such default, as demonstrated by evidence reasonably acceptable to AHF.

5.5 Legal Opinion. As a condition precedent to AHF’s making the First Capital Contribution, AHF shall receive an opinion of counsel to Lockhart GP, the Developer and Guarantors with respect to the matters set forth in Exhibit N and such additional matters as counsel for AHF shall require, and which opinion shall explicitly state that counsel to AHF may rely upon it.

5.6 Repurchase Obligation.

(a) If (i) all buildings comprising the Apartment Complex are not placed in service by December 31, 2020, or (ii) the Partnership has not received State Designation, in the form of a Carryover Allocation, in 2018 or Forms 8609 are not issued by the Agency so as to allow the Partnership to claim Tax Credits for the first year of the Credit Period, or (iii) Stabilization has not occurred by March 31, 2021 (or such later date as may be Consented to by AHF), or (iv) the Partnership fails to meet any Tax Credit Test by the close of the first year of the Credit Period or at any time thereafter, or (v) the Partnership’s basis in the Apartment Complex for federal income tax purposes, as finally determined by the Accountants or pursuant to an audit by the IRS, as of July 1, 2019 (or such later date permitted by the Agency, but in no event later than one year after the Carryover Allocation), was less than 10% of the Partnership's reasonably expected basis in the Apartment Complex, as required pursuant to Section 42(h)(1)(E) of the Code, or (vi) an event of default as described in Section 5.4 of this Agreement has occurred and is not cured within any applicable cure period, or (vii) Final Endorsement has not occurred by April 30, 2021; or (viii) an Extended Use Agreement is not in effect before the end of the first year of the Credit Period, subject to any administrative cure provisions under the Treasury Regulations, (any of which is a "Repurchase Event"), then Lockhart GP shall, within 15 days thereof, send to AHF Notice of such Repurchase Event. If a Repurchase Event occurs,
AHF, shall have the right (the "Repurchase Put"), but not the obligation, to require Lockhart GP to purchase the Interest of AHF on the terms set forth in this Section 5.6.

(b) The terms of the Repurchase Put shall be as follows: (i) it shall be a condition to the exercise of the Repurchase Put that there shall be a Repurchase Event; (ii) AHF shall exercise the Repurchase Put by giving Notice to Lockhart GP; (iii) the closing of the Repurchase Put shall occur on the date 30 days after the Notice by AHF of its exercise of the Repurchase Put (the "Repurchase Closing Date"); (iv) on the Repurchase Closing Date, Lockhart GP shall cause the Partnership to pay any LP Loans in full; (v) on the Repurchase Closing Date, Lockhart GP shall make a payment to AHF by wire transfer of immediately available funds in the amount of the sum of (A) its Capital Contributions that have been paid to the Partnership, and (B) interest on the amount set forth in the foregoing clause at the annual rate of the Prime Rate plus 2% per annum or 10% per annum, whichever is greater, but in no event greater than the highest rate permitted by law; (vi) by the Repurchase Closing Date, Lockhart GP shall cause the Partnership to effect the release of any letter of credit, guaranty or collateral which AHF or its Affiliates may have provided to secure obligations of the Partnership and to reimburse AHF and its Affiliates for any loss, damage or liability they may have incurred as a result of providing any such letter of credit, guaranty or collateral; (vii) Lockhart GP shall indemnify, defend and hold harmless AHF and its Affiliates from any losses, damages, and/or liabilities, to or as a result of claims to which AHF may be subject as a result of its Interest in the Partnership; and (viii) provided Lockhart GP shall have satisfied its obligations relating to the Repurchase Obligation, AHF shall execute a document wherein it withdraws from the Partnership and acknowledges that it has no Interest in the Partnership.

5.7 Guaranteed Payments. No later than 90 days after the end of the Fiscal Year, any Partner who has made a Special Additional Capital Contribution shall receive, as a guaranteed payment for the use of its capital, an amount equal to the annual interest earned by the Partnership, on the proceeds of such Special Additional Capital Contributions. The Partnership shall invest any amounts contributed pursuant to Section 5.1(b)(vi) as reasonably directed by the contributing Partner. Any guaranteed payment due to a Partner shall be deemed an expense of the Partnership for purposes of determining Net Cash Flow. Any guaranteed payment which is not paid when due shall remain a liability of the Partnership and shall bear interest at a rate of 15% per year.

5.8 Assignment to the Partnership. Each of the Withdrawing LP and the General Partner hereby transfers and assigns to the Partnership all of its right, title and interest in and related to the Apartment Complex, including the following: (a) all contracts with architects, contractors (including the Contractor and all subcontractors) and supervising architects with respect to the development of the Apartment Complex; (b) all plans, specifications and working drawings, heretofore prepared or obtained in connection with the Apartment Complex and all governmental approvals obtained, including planning, zoning and building permits; (c) any and all commitments with respect to the First Priority Loan and the Tax Credits; (d) any and all rights under and pursuant to the Project Documents; and (e) any other work product related to the Apartment Complex. Each of the Withdrawing LP and the General Partner represent that they have good title to the property transferred and assigned pursuant to this Section 5.8 and have held such title as a nominee of the Partnership as owner of such property. The property
transferred and assigned pursuant to this Section 5.8 shall not constitute a Capital Contribution inasmuch as the General Partner held such property as nominee of the Partnership.

5.9 Payment of Environmental Assessment Consultant Fees. The General Partner acknowledges that, on behalf of AHF, AHF will retain an environmental consultant (the "Environmental Consultant") to review and give recommendations related to environmental reports that are provided to AHF by the General Partner (including, but not limited to, Phase I and Phase II environmental assessments, wetlands reports, lead and asbestos reports, abatement reports and other environmental reports required by the Environmental Consultant, to the reasonable satisfaction of the Environmental Consultant) for the Land or the rehabilitation of existing buildings. AHF shall be solely liable for the payment of fees charged by the Environmental Consultant up to a maximum of $5,000.00. The Partnership shall be solely responsible for the payment of the fees of the Environmental Consultant in excess of $5,000.00, any such excess to be paid by the Partnership within 10 days after receipt of invoices. Lockhart GP has the right to be consulted regarding any fees charged by the Environmental Consultant after Initial Closing and to Consent to any such additional fees provided such Consent shall not be unreasonably withheld or delayed.

5.10 Partner Loans.

(a) GP Loans. Lockhart GP shall have the right, but not the obligation, to make loans to the Partnership subject to the conditions and on the terms set forth in this Section 5.10 ("GP Loans"). GP Loans shall be on the following terms: (i) the right of Lockhart GP to make GP Loans is subject to the condition that Lockhart GP shall not be in default in its obligations under this Agreement (including without limitation its obligations under the Construction Guaranty and the Operating Deficit Guaranty and the Tax Credit Compliance Guaranty); (ii) GP Loans shall be used exclusively to fund Operating Deficits and other reasonable and necessary expenses of the Partnership; (iii) interest shall accrue on the Excess GP Loan Amount at an annual interest rate of 15%, compounded annually, and on the balance of the GP Loans at an annual interest rate of 10%, compounded annually; and (iv) GP Loans shall be payable solely at the time, and in the manner and order of priority set forth in Sections 9.1, 9.2, and 9.3 of this Agreement. By making a GP Loan, Lockhart GP does not waive, release or modify any claim of, or remedies with respect to a default, if any, by AHF under this Agreement.

(b) LP Loans. AHF, or its designee, shall have the right, but not the obligation, to make loans to the Partnership subject to the conditions and on the terms set forth in this Section 5.10 ("LP Loans"). Except with respect to LP Loans made for purposes of paying insurance premiums for Forced Placed Coverage, which shall be governed by the terms described in Exhibit J of this Agreement, LP Loans shall be on the following terms: (i) LP Loans shall be used exclusively to fund Operating Deficits and other reasonable and necessary expenses of the Partnership; (ii) interest shall accrue on Default LP Loans at an annual interest rate of 20% compounded annually; (iii) interest shall accrue on the Excess LP Loan Amount (excluding Default LP Loans) at an annual interest rate of 15%, compounded annually, and on the balance of the LP Loans (excluding Default LP Loans) at an annual interest rate of 10%, compounded annually; and (iv) LP Loans shall be payable solely at the time, and in the manner and order of priority set forth in Sections 9.1, 9.2 and 9.3 of this Agreement, and Default LP Loans shall also be payable from the proceeds of any payments made by the General Partner to
the Partnership to cure defaults by the General Partner that gave rise to such Default LP Loans. By making an LP Loan, AHF does not waive, release or modify any claim of, or remedies with respect to a default, if any, by Lockhart GP under this Agreement.

(c) Notice of Loans. If a Partner desires to make a Partner Loan, such Partner (the "Initiating Partner") shall give the other Partners (the "Non-Initiating Partners") Notice of the Initiating Partner's intent to fund a Partner Loan, which Notice shall state the following: (i) the total amount of the Partner Loan proposed to be funded; (ii) the purpose for the proposed Partner Loan; and (iii) the proposed funding date of such Partner Loan, which date (the "Funding Date") shall not be less than 10 days following the date of such Notice; provided that (A) the notice requirement shall be shortened to the extent necessary to permit a Partner to fund a Partner Loan for the purpose of curing or preventing the occurrence of a default under the Project Loan or under the Project Documents, and (B) if the General Partner is in default in its obligations hereunder, AHF may fund a Partner Loan without prior Notice to the General Partner. The Non-Initiating Partner shall notify the Initiating Partner at least five days prior to the Funding Date whether and in what amount the Non-Initiating Partner intends to make a Partner Loan to the Partnership, which amount may be up to, but not in excess of, 50% of the total proposed Partner Loan. The Initiating Partner and the Non-Initiating Partner shall each fund the portion of the Partner Loan it agreed to make by the Funding Date. If a Partner fails to make such Partner Loan to the Partnership on or before the Funding Date, the Partner who makes such Partner's share of the Partner Loan may, at such Partner's option, advance to the Partnership the amount of the non-lending Partner's share of the Partner Loan. Without limiting the generality of the foregoing, AHF shall have the right to propose and fund a Partner Loan for the purpose of payment of any indebtedness owed to AHF or its Affiliates. No Partner has the right to propose and fund a Partner Loan to fund distributions and/or payments to be made pursuant to Sections 9.1, 9.2 and 9.3 of this Agreement.

(d) Documentation of Partner Loans. At the request of a Partner, which request may be made quarterly, any Partner Loan shall be evidenced by a non-negotiable promissory note or notes reflecting any such Partner Loans made during or prior to the preceding calendar quarter. Partner Loans shall be an unsecured loan by such Partner. Partner Loans shall not be considered Capital Contributions, and shall not increase such lending Partner's Capital Account.

(e) Usury Savings Clause. Notwithstanding anything to the contrary herein or in any note evidencing a Partner Loan, in no event shall interest accrue on any Partner Loan at a rate in excess of the highest rate permitted by applicable law.

(f) Capital Contribution Alternative. If a Partner that has made or intends to make a Partner Loan (a "Lending Partner") reasonably concludes that the operation of the usury savings clause in Section 5.10(e) of this Agreement will result in a reduction in the interest rate otherwise specified in this Section 5.10(f), or if AHF reasonably concludes that it has or sometime in the future likely will have a negative Capital Account, then the Lending Partner may request that its existing or proposed Partner Loans be restructured as Capital Contributions. In such event, all the Partners shall cooperate to negotiate and execute an amendment to this Agreement, which shall include the following terms: (i) each of AHF (or its designee) and Lockhart GP has the right to make Capital Contributions pursuant to such amendment ("Section
5.10 Capital Contributions") either instead of making LP Loans and GP Loans, respectively, or to fund the concurrent repayment by the Partnership of LP Loans or GP Loans, respectively; (ii) with respect to such Section 5.10 Capital Contributions, the Partner(s) making them shall be entitled to receive (A) guaranteed payments or a preferred return in amounts and at times corresponding to interest payments that would have been due had the Section 5.10 Capital Contributions been made as Partner Loans, and (B) distributions as a return of capital in amounts and at times corresponding to principal payments that would have been due had the Section 5.10 Capital Contributions been made as Partner Loans; (iii) Article 9 shall be revised to the maximum extent feasible to provide that such guaranteed payments or a preferred return and return of capital distributions shall have the same amounts, timing, priority of payment and tax consequences as the corresponding payments of Partner Loans would have had; and (iv) the definition of the NCF Percentage and the DDF Percentage shall be revised so that Section 5.10 Capital Contributions shall have the same effect on reductions in the NCF Percentage and the DDF Percentage as Partner Loans. Notwithstanding the foregoing, AHF shall have no obligation to consent to any amendment pursuant to this Section 5.10(f) (and therefore such funding shall be treated as a Partner Loan), which it concludes could adversely affect the timing or amount of the allocation to AHF of Tax Credits, losses, income or gains.

(g) Cure Payment. For a period of six (6) months after the date AHF or its designee has made an LP Loan (other than a Default LP Loan) which increases the Excess LP Loan Amount (an "Excess LP Loan"), Lockhart GP shall have the right to make a GP Loan in an amount equal to the amount by which such Excess LP Loan increased the Excess LP Loan Amount, plus the accrued interest on such Excess LP Loan. If Lockhart GP funds such a curative GP Loan by cash, certified check or wire transfer of immediately available funds within such six (6) month period, the Partnership shall immediately use the proceeds of such loan to make a payment (a "Cure Payment") on the LP Loan equal to the amount of such GP Loan. If Lockhart GP does not fund such GP Loan by cash, certified check or wire transfer of immediately available funds within such six (6) month period, then the right of Lockhart GP to make a GP Loan with respect to that particular increase in the Excess LP Loan Amount, and consequently reduce the Excess LP Loan Amount under this Section 5.10(g), shall terminate. Lockhart GP shall have the right to make Cure Payments with respect to each LP Loan (other than a Default LP Loan) made by AHF or its designee.

Article 6
RIGHTS, OBLIGATIONS AND POWERS OF THE GENERAL PARTNER

6.1 Management of the Partnership. 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 3, 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 its 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 AHF and of the Partnership. The General Partner shall devote such time as is necessary to the affairs of the Partnership.

6.2 Duties and Obligations of Lockhart GP. Lockhart GP shall have the following duties and obligations with respect to the Apartment Complex and the Partnership:
(a) Lockhart GP shall ensure that all requirements shall be met which are necessary to obtain or achieve (i) compliance with the Tax Credit Tests, and any other requirements necessary for the Apartment Complex to initially qualify, and to continue to qualify, for Tax Credits, including all applicable requirements set forth in the Regulatory Agreements, (ii) issuance of Forms 8609, (iii) issuance of all necessary permanent, unconditional certificates of occupancy, including all governmental approvals required to permit occupancy of all of the apartment units in the Apartment Complex, (iv) Initial Closing and Stabilization, (v) compliance with all material provisions of the Project Documents, (vi) compliance with all provisions contained in the Application, including, but not limited to, those as to which the Agency awarded points pursuant to its scoring or award procedures, and (vii) compliance with all applicable requirements in connection with the Carryover Allocation.

(b) While conducting the business of the Partnership, Lockhart GP shall not act in any manner which it knows or should have known after due inquiry will (i) cause the termination of the Partnership for federal income tax purposes without the Consent of AHF, or (ii) cause the Partnership to be treated for federal income tax purposes as an association taxable as a corporation.

(c) Lockhart GP shall conduct the affairs of the Partnership with due and reasonable care and prudence, and at all times in the best interest of the Partnership. Specifically, without limitation, Lockhart GP shall have a fiduciary responsibility for the safekeeping and proper use of all funds and assets of the Apartment Complex, and shall take no action with respect to the business and property of the Partnership which is not reasonably related to the achievement of the purpose of the Partnership.

(d) All of (i) the fixtures, maintenance supplies, tools, equipment and the like now and to be owned by the Partnership or to be appurtenant to, or to be used in the operation of the Apartment Complex, as well as (ii) the Apartment Complex and the rents, revenues and profits earned from the operation of the Apartment Complex, will be free and clear of all security interests and encumbrances except for those created pursuant to the First Priority Loan Documents.

(e) Lockhart GP shall, during and after the period in which it is a Partner, provide the Partnership with such information and sign such documents as are necessary for the Partnership to make timely, accurate and complete submissions of federal and state income tax returns.

(f) Lockhart GP shall comply and cause the Partnership to comply with the provisions of all applicable governmental requirements and Project Documents.

(g) Lockhart GP shall be responsible for the payment or other satisfaction of any fines, penalties or sanctions imposed pursuant to the Project Documents and any documents executed in connection with obtaining Tax Credits (other than with respect to payments of principal or interest under any Project Loan) attributable to any action or inaction of Lockhart GP or its Affiliates, whether imposed by the Agency, HUD or the First Priority Lender or any other party thereto.
(h) Lockhart GP shall immediately give Notice to AHF of any written or oral notice of (i) any default or failure of compliance with respect to any Project Loan or Project Document or any other financial, contractual or governmental obligation of the Partnership or Lockhart GP or (ii) any IRS proceeding or other governmental investigation regarding the Apartment Complex, the Partnership, Lockhart GP or any Guarantor. With respect to any such default, proceeding or investigation, Lockhart GP shall provide AHF and its agents full access to all related documentation, as well as the opportunity to discuss such matters with the individuals that are involved.

(i) If at any time during the construction or rehabilitation of the Apartment Complex, (i) construction or rehabilitation stops or is suspended for a period of ten (10) consecutive days, or (ii) construction or rehabilitation has been delayed so that in the reasonable determination of Lockhart GP (A) Completion may not be achieved by the date set forth in the Construction Contract, or (B) the Projected Credits for any year during the Credit Period may not be achieved, Lockhart GP shall immediately send Notice of such occurrence, together with an explanation of the circumstances surrounding such occurrence, to AHF.

(j) Lockhart GP shall maintain, for itself and the Partnership, books, files and records including tenant leasing files in compliance with the Code, the Regulations and which will adequately document the timing, amount and availability of the Tax Credits. Lockhart GP shall cause construction related files and files which document the initial qualification of apartment units for Tax Credits to be copied and stored off-site at Lockhart GP's principal place of business or at another location over which Lockhart GP has control for a period of not less than 21 years. Within 30 days of the date on which all units in the Apartment Complex have been occupied, Lockhart GP shall provide AHF with a copy of all files which document the initial qualification of units for Tax Credits. Within one day's Notice from AHF, Lockhart GP shall afford AHF and its agents access to all such files, including files stored off-site during ordinary business hours. All such files are property of the Partnership and not of Lockhart GP.

(k) Lockhart GP shall be solely responsible for the following: (i) analyzing the qualified allocation plan for targeted areas within the State; (ii) identifying potential land sites and analyzing the demographics of potential sites; (iii) analyzing the economy and forecasting future growth potential of the geographic area in which the Apartment Complex is located; (iv) determining the Land's zoning status and possible rezoning strategies (except to the extent that the Developer is responsible for compliance with zoning regulations); (v) contacting local government officials concerning access to utilities, public transportation, impact fees and local ordinances; (vi) performing environmental tests on the Land (except to the extent that the Developer is responsible for such tests on any buildings or Land immediately below the buildings); (vii) negotiating the purchase of the Land and its related financing; (viii) processing necessary documentation with the Agency in connection with Tax Credits; (ix) processing the permanent financing for the Partnership; and (x) arranging for the admission to the Partnership of AHF. In consideration for its services set forth in this Section 6.2, Lockhart GP has received its interests in distributions of the Partnership's Net Cash Flow and of the proceeds from sale and liquidation of Partnership property as set forth in Sections 9.1, 9.2 and 9.3 of this Agreement. Lockhart GP shall not assign or delegate any of these duties to any other Person (including without limitation the Developer).
6.3 Special Purpose Entity; No Change of Name or Principal Place of Business.

(a) The General Partner shall engage in no other business or activity other than that of being the General Partner of the Partnership. The General Partner was formed exclusively for the purpose of acting as the General Partner of the Partnership and has never engaged in any other activity, business or endeavor. As of the date of this Agreement, the General Partner has no liabilities or indebtedness other than its liability for the debts of the Partnership, and the General Partner shall not incur any indebtedness other than its liability for the debts of the Partnership. If the General Partner determines it needs additional funds for any purpose, it shall obtain such funds solely from capital contributions from its members. The General Partner has observed and shall continue to observe all necessary or appropriate entity formalities in the conduct of its business. The General Partner shall keep its books and records separate and distinct from those of its members and Affiliates. The General Partner shall clearly identify itself as a legal entity separate and distinct from its members and its Affiliates in all dealings with other Persons.

(b) The General Partner agrees that it shall not, without at least 30 days' prior written notification to AHF, change its name or move or otherwise change its principal place of business or state of formation.

6.4 Limitations Upon the Authority of Lockhart GP.

(a) Lockhart GP shall not have any authority to:

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

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

(iii) do any act required to be approved in writing by AHF under the Act unless the right to do so is expressly otherwise given in this Agreement or unless AHF has provided such approval;

(iv) borrow from, or otherwise misappropriate funds of, the Partnership, commingle Partnership funds with funds of any other Person or use Partnership funds other than for the particular purpose for which such funds were advanced or contributed;

(v) institute or settle a claim, demand, litigation, proceedings or governmental investigation with the Partnership or related to the payment and performance bonds; or

(vi) conduct the business of the Partnership in violation of the Partnership's purposes set forth in Article 3.

(b) Lockhart GP shall not, without the Consent of AHF, which Consent may be withheld in AHF’s sole and absolute discretion, have any authority to:
(i) except as provided in Section 6.5, the Option Agreement (Apartment Complex) or Option Agreement (General Partner), sell or otherwise dispose of, at any time, any interest in the Apartment Complex or any other material portion of the assets of the Partnership;

(ii) execute or deliver any general assignment for the benefit of the creditors of the Partnership or file a petition or acquiesce in the filing of a petition for Bankruptcy;

(iii) except as provided in Sections 6.9(e), borrow in excess of $10,000.00 in the aggregate at any one time outstanding on the general credit of the Partnership, except LP Loans, GP Loans and Operating Deficit Loans, and except as and to the extent provided for in an approved budget pursuant to Section 12.5(a) of this Agreement (in considering whether to Consent to any increase in the First Priority Loan, AHF shall consider the impact on AHF’s share of Capital Transaction proceeds and other items in its sole and absolute discretion);

(iv) following Stabilization, construct any new or replacement capital improvements on the Apartment Complex which substantially alter the Apartment Complex or its use or which are at a cost in excess of $10,000.00 in a single Fiscal Year, except (a) replacements and remodeling in the ordinary course of business or under emergency conditions, or (b) reconstruction paid with insurance proceeds, or (c) as and to the extent provided for in an approved budget pursuant to Section 12.5(a) of this Agreement;

(v) acquire or lease any real property in addition to the Apartment Complex other than easements reasonable and necessary for the operation of the Apartment Complex; or

(vi) take any action requiring the Consent of AHF hereunder without first having obtained such Consent.

6.5 Sale of the Apartment Complex and/or Interests in the Partnership

(a) Subject to the Option Agreement (Apartment Complex) and Option Agreement (General Partner), at any time after the expiration of the Credit Period, the Partnership shall market and sell the Apartment Complex upon the written request of AHF (a "Sale Request").

(i) A Sale Request may include terms and conditions for such sale which AHF may request, including, but not limited to, a minimum sale price and whether such sale is subject to new financing or to the assumption of any existing financing secured by the Apartment Complex.

(ii) Promptly after the receipt by the General Partner of a Sale Request, and subject to the designation of a Marketing Agent, as defined and set forth in Section 6.5(a)(iii), the General Partner shall cause the Partnership to diligently and continuously market the Apartment Complex, and shall use its best efforts to market and sell the Apartment Complex in accordance with the terms of the Sale Request, subject in all events to the further approval of AHF in its sole discretion of (A) the acceptance of any offer, (B) the price and other terms and
conditions of such sale, (C) the identity, management and control of the purchaser in such sale, and (D) the terms and conditions set forth in the definitive purchase agreement and other documents related to such marketing and/or sale.

(iii) In connection with a Sale Request, or at any time thereafter, AHF and the General Partner shall select a mutually acceptable marketing agent or real estate broker for the Partnership (the "Marketing Agent") to be paid on a commission basis as a result of the consummation of a sale transaction pursuant to the Marketing Agent's efforts. The Marketing Agent selected pursuant to this Section shall be a national real estate company/broker with at least five years' experience marketing and selling properties similar to the type represented by the Apartment Complex. The Marketing Agent shall be authorized as agent of the Partnership as follows: (A) the Marketing Agent shall have the authority and power on behalf of the Partnership to perform all reasonable and customary acts to market the Apartment Complex; and (B) the Marketing Agent shall have the authority and power on behalf of the Partnership to engage third party brokers (to be paid on a commission basis), and to advertise and otherwise market the Apartment Complex at the sole cost and expense of the Marketing Agent. The General Partner and the Partnership shall, without additional consideration, use their best efforts to assist the marketing and sale of the Apartment Complex and shall promptly, diligently and fully cooperate with the Marketing Agent, including without limitation (1) providing all requested information, including, without limitation, information concerning the General Partner, the Partnership, the Apartment Complex and the operations and financial results of the Apartment Complex, (2) providing the Marketing Agent, third party brokers, and potential purchasers and their representatives with full access to the Apartment Complex (subject to tenant rights to limit access to their units) and (3) executing and/or ratifying contracts, certificates and other documents related to the marketing and sale of the Apartment Complex. Nothing in this Section 6.5 shall preclude the right of the General Partner to make an offer to purchase the Apartment Complex and/or the Interests of AHF in the Partnership at any time (including after the Partnership's receipt of a third party offer) prior to the Partnership's acceptance of any such third party offer; provided, however, that any such offer by the General Partner shall be subject to AHF's Consent.

(iv) If AHF or the Marketing Agent locates such a purchaser, the General Partner shall be given a right of first refusal to, in its sole discretion, either (i) purchase the Apartment Complex on the same terms and conditions as would be applicable to such purchaser or (ii) purchase all of the AHF's interest in the Partnership for a price equal to the amount of net proceeds from a Capital Transaction which AHF would have been entitled to receive if the sale of the Apartment Complex had been completed under the terms of the offer including actual reasonable costs of such sale. If such right of first refusal is not exercised by the General Partner within 30 days, then the General Partner shall be obligated to Consent to the sale to such purchaser. If such right of first refusal is exercised by the General Partner within 30 days then the General Partner has 60 days to close and fund the amount payable to AHF under such right of first refusal.

(v) References in this Section 6.5 to a Sale Request shall include, without limitation: (A) a sale of the Apartment Complex subject to the Extended Use Agreement, (B) a request by the Partnership that the Agency obtain a buyer who is willing to operate the low-income units of the Apartment Complex as a qualified low-income building and who will submit
a Qualified Contract for the Apartment Complex, (C) a sale of the Apartment Complex free of the restrictions imposed by the Extended Use Agreement (to the extent allowed by applicable law, regulation or agreement), and (D) the conversion of the Apartment Complex to a condominium regime of ownership and the sale of individual condominium units. In addition, without limiting the foregoing, references in this Section to the marketing and sale of the Apartment Complex, whether directly or indirectly through a transfer of the partnership interests in the Partnership. The General Partner further agrees that in the case of a sale or a transfer of the partnership interests in the Partnership, the proceeds to be received by AHF and the General Partner in connection with such sale shall be distributed in accordance with the provisions of Section 9.3 of this Agreement.

(vi) If a sale or transfer as contemplated in this Section 6.5 occurs prior to the expiration of the Compliance Period (other than a sale to the General Partner or its Affiliates), then AHF shall release the General Partner and Guarantors from obligations under the Tax Credit Compliance Guaranty for actions or inactions occurring on and after the Closing Date.

(b) On and after the first day following the end of the Credit Period until dissolution of the Partnership (the "Put Option Term"), AHF shall have the right (the "Put Option") to cause the General Partner to purchase the entire interest of AHF in the Partnership (the "AHF Interest").

(i) The sale price of the AHF Interest shall be $100.00 (the "Sale Price").

(ii) If AHF elects to exercise the Put Option, then no later than six months prior to the expiration of the Put Option Term, AHF shall provide Notice to the General Partner of its election to exercise the Put Option (the "Exercise Notice").

(iii) The closing for the sale of AHF Interest shall occur on a date (the "Closing Date") chosen by AHF which date shall be no sooner than 15 days nor more than 60 days from the date that the General Partner receives the Exercise Notice. The Sale Price shall be paid to AHF on the Closing Date in cash or immediately available funds, unless otherwise mutually agreed in writing. The General Partner shall be solely responsible for the costs of its own attorneys' fees incurred in connection with the closing. All other costs of the sale of the AHF Interest shall be paid by AHF.

(iv) Simultaneously with the receipt of the Sale Price for the AHF Interest, AHF shall transfer the AHF Interest to the General Partner free and clear of any liens, charges, encumbrances or interests of any third party and shall execute an Agreement for Transfer and Assignment of Limited Partnership Interests and the Guarantors shall execute a Reaffirmation and Confirmation of Guaranty substantially in the form attached hereto as Exhibit S pursuant to which AHF shall transfer the AHF Interest to the General Partner. As of the Closing Date, AHF shall withdraw from the Partnership and shall have no further interest in or obligation to the Partnership.
(v) Any sale or transfer pursuant to this Section 6.5 shall be subject to compliance with the rules and regulations of the Agency, if applicable.

6.6 General Partner or Affiliates Dealing with Partnership. The General Partner or any Affiliates thereof shall have the right to contract or otherwise deal with the Partnership for the sale of goods or services to the Partnership, in addition to those expressly authorized herein, if AHF has given its Consent to the particular contract or other dealings between the Partnership and the General Partner or its Affiliates. Any contract covering such transactions shall be in writing and shall be terminable without penalty on 60 days' Notice. Any payment made to the General Partner or any Affiliate for such goods or services shall be fully disclosed to all Limited Partners in the reports required under Section 12.5 of this Agreement. Neither the General Partner nor any Affiliate shall, by the making of lump sum payments to any other Person for disbursement by such other Person, circumvent the provisions of this Section 6.6.

6.7 Other Activities. This Agreement shall not prohibit any Affiliate of the General Partner from engaging in or possessing interests in other business ventures of every kind and description for their own account, including, without limitation, serving as general partner of other partnerships or member of other limited liability companies which own, either directly or through interests in other partnerships or limited liability companies, government-assisted housing projects similar to the Apartment Complex. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom. The General Partner, however, shall be bound by the restrictions set forth in this Agreement, including without limitation Sections 6.3 and 6.4 of this Agreement.

6.8 Liability for Acts and Omissions. No General Partner shall be liable, responsible or accountable in damages or otherwise to any of the Partners for any act or omission performed or omitted by it in its capacity as General Partner of the Partnership in good faith on behalf of the Partnership and in a manner reasonably believed by it to be within the scope of the authority granted to it by this Agreement and in the best interest of the Partnership, provided that the protection afforded the General Partner pursuant to this Section 6.8 shall not apply in the case of gross negligence, willful breach, willful misconduct, fraud or any breach of fiduciary duty by the General Partner. Any loss or damage incurred by any General Partner by reason of any act or omission performed or omitted by it in good faith on behalf of the Partnership and in a manner reasonably believed by it to be within the scope of the authority granted by this Agreement (and otherwise in accordance with this Agreement) and in the best interests of the Partnership (but not, in any event, any loss or damage incurred by the General Partner by reason of gross negligence, willful breach, willful misconduct, fraud or any breach of fiduciary duty by the General Partner) shall be paid from Partnership assets to the extent available (but AHF shall not have any personal liability to the General Partner under any circumstances on account of any such loss or damage incurred by the General Partner or on account of the payment thereof).

6.9 Construction of the Apartment Complex, Construction Cost Overruns, Operating Deficits; Other Guarantees.

(a) Construction Guaranty. Lockhart GP unconditionally covenants, guarantees and warrants as follows:
(i) Lockhart GP shall cause placement in service to occur by the earliest of December 31, 2020 or the date for placement in service required in the Project Documents or the date required for the Partnership to qualify for the Tax Credits, and Completion to occur by March 31, 2021.

(ii) Lockhart GP shall cause the Partnership to satisfy all construction related requirements in the First Priority Loan Documents and this Agreement, including any requirement related to Completion of the Apartment Complex.

(iii) Lockhart GP shall pay all Excess Development Costs when and as incurred. Such Excess Development Costs may, at Lockhart GP's election be paid by Lockhart GP causing a portion of the Development Fee (not to exceed the lesser of the amount of the Excess Development Costs, the then unpaid cash portion of the Development Fee, or $50,000.00, or such greater amount if Consented to by AHF) to be changed to a Deferred Development Fee in the manner provided in Section 3(b) of the Development Agreement (a "DDF Election"). If the Excess Development Costs exceed the amount of the then unpaid cash portion of the Development Fee, then any amounts paid by Lockhart GP pursuant to this Section 6.9(a)(iii) shall not be repaid by the Partnership, nor shall such amounts be considered or treated as Capital Contributions of Lockhart GP to the Partnership, except that any amounts advanced due solely to the timing in the availability of Permitted Sources shall be reimbursed once such sources are available.

(iv) Lockhart GP shall pay any Excess Development Costs pursuant to Section 6.9(a)(iii) by the earliest of (A) the date required to avoid a default or penalties under Partnership obligations, including without limitation the First Priority Loan, (B) the date required to keep all sources of funding for the Apartment Complex "in balance," (C) the date required to keep all expenses without a specific maturity date paid 60 days after the date of the invoice or (D) such earlier date as may be set forth in this Agreement.

(b) Operating Deficit Guaranty. If at any time during the period commencing on the achievement of Stabilization and ending on the fifth anniversary of the achievement of Stabilization (the "Initial Period"), an Operating Deficit shall exist, Lockhart GP shall make a loan to the Partnership (an "Operating Deficit Loan") as shall be necessary to pay such Operating Deficit(s), provided, however, that Lockhart GP shall not be obligated to make an Operating Deficit Loan if and to the extent such loan would cause the aggregate amount of all Operating Deficit Loans then outstanding to exceed $250,000.00 (the "ODG Cap"). In addition, after Stabilization and with the Consent of AHF, Lockhart GP may make withdrawals up to $58,641.00 from the Operating Reserve solely for the purpose of paying Operating Deficits incurred by the Partnership prior to making an Operating Deficit Loan hereunder in accordance with Section 6.15 of this Agreement. Any Operating Deficit Loan shall be on the following terms: (i) it shall be unsecured; (ii) it shall not bear interest; (iii) it shall be repayable solely from Net Cash Flow as set forth in Section 9.1 of this Agreement, and from the proceeds of a Capital Transaction as set forth in Section 9.2 of this Agreement and from the net proceeds resulting from liquidation of the Partnership as set forth in Section 9.3 of this Agreement; and (iv) it shall be fully subordinated to payment of a Project Loan, LP Loans, GP Loans, indebtedness of the Partnership to all Persons other than Partners and to all other amounts which have a payment priority under Sections 9.1, 9.2 and 9.3 of this Agreement. If on or before expiration of the
Initial Period, the General Partner or any affiliate of the General Partner constructs or participates in a project that is not owned by an Affiliated Entity (the "New Project") which qualifies for Tax Credits within a one (1) mile radius of the location of the Apartment Complex (the "Radius"), then the obligation of Lockhart GP to make Operating Deficit Loans shall continue until six (6) years from the date the last certificate of occupancy for the New Project is issued by the applicable Authority (the "Issuance Date"). If the General Partner or any Affiliate of the General Partner, constructs or otherwise participates in a New Project within the Radius after the Initial Period, then Lockhart GP shall provide Operating Deficit Loans for a period of six (6) years commencing on the Issuance Date. Lockhart GP shall be required to fund Operating Deficits pursuant to this Section 6.9(b) by the earlier of (A) the date required to avoid a default or penalties under Partnership obligations, including without limitation the First Priority Loan, and (B) the date required to keep all expenses without a specific maturity date paid 45 days after the date of the invoice. The foregoing guaranty is referred to herein as the "Operating Deficit Guaranty".

(c) Tax Credit Compliance Guaranty.

(i) Lockhart GP irrevocably and unconditionally guarantees that if there is a Tax Credit Shortfall for any Fiscal Year (not including any years in which the determination of Certified Credits and adjustments therefor are made pursuant to Section 5.1(c)), then on the first Payment Date following such Fiscal Year Lockhart GP shall pay to AHF the sum of the following amounts: (A) the amount of the Tax Credit Shortfall for the Fiscal Year immediately preceding the Payment Date, (B) all penalties and interest imposed by the Code and assessed against AHF by the IRS with respect to any Tax Credit Shortfall, (C) an amount sufficient to pay any tax liability owed by AHF resulting from the receipt of the amounts specified in the foregoing clauses (A), (B) and this clause (C) (such calculation to be made assuming AHF is subject to the highest federal and California state rate imposed on corporate taxpayers under the Code and applicable state law for the taxable year of AHF in which such payment is taken into income by AHF) and (D) all reasonable legal and accounting costs incurred by AHF due to the Tax Credit Shortfall together with interest on such amounts at the AFR accruing from such Payment Date, compounded annually.

(ii) Lockhart GP irrevocably and unconditionally guarantees that if there is a Tax Credit Loss Event, Lockhart GP shall pay to AHF the sum of the following amounts: (A) the amount of Tax Credits previously allocated to AHF and subsequently disallowed because of such Tax Credit Loss Event; (B) the "credit recapture amount" (as defined in Section 42(j)(2) of the Code) allocated to AHF because of such Tax Credit Loss Event; (C) all penalties and interest imposed by the Code and assessed against AHF by the IRS with respect to such Tax Credit Loss Event; (D) an amount sufficient to pay any tax liability owed by AHF resulting from the receipt of the amounts specified in the foregoing clauses (A), (B), (C), and this clause (D) (such calculation to be made assuming AHF is subject to the highest federal and California state rate imposed on corporate taxpayers under the Code and applicable state law for the taxable year of AHF in which such payment is taken into income by AHF) together with interest on such amounts at the AFR accruing from the date AHF remits funds to a taxing authority with respect to a Tax Credit Loss Event, compounded annually; (E) all reasonable legal and accounting costs incurred by AHF due to the Tax Credit Loss Event and (F) if the cause of the Tax Credit Loss Event will in the determination of AHF decrease the maximum amount of
Tax Credits that will be available to the Partnership and allocated to AHF during the remainder of the Credit Period assuming full compliance with Section 42 of the Code, then an amount equal to the total amount of such decrease. Lockhart GP shall make such payment to AHF within 75 days of the Tax Credit Loss Event.

(iii) If AHF receives a payment under the Tax Credit Compliance Guaranty and the Partnership has appealed the issue giving rise to such payment (but has not caused a stay of enforcement with respect to such payment), and if the Partnership prevails on such appeal based on a final ruling by a federal court of competent jurisdiction, then AHF shall refund the excess payment under the Tax Credit Compliance Guaranty which it had received.

(iv) If there is a Tax Law Change, Lockhart GP shall use its good faith, reasonable efforts to comply with such Tax Law Change and to avoid a Tax Credit Shortfall or Tax Credit Loss Event based on such Tax Law Change. If despite Lockhart GP’s good faith, reasonable efforts to comply with the Tax Law Change, such Tax Law Change results in a claim under Section 6.9(d)(i) or 6.9(d)(ii) of this Agreement (a "Limited Recourse Liability"), then the sole recourse of AHF with respect to the Limited Recourse Liability shall be to a first priority distribution under Sections 9.1, 9.2 and 9.3 of this Agreement and Lockhart GP shall have no personal liability for the payment of such Limited Recourse Liability unless and to the extent it wrongfully received distributions under Sections 9.1, 9.2 and 9.3 that should have been made to AHF in satisfaction of the Limited Recourse Liability.

(v) The obligations of Lockhart GP under Section 6.9(d) are referred to herein as the "Tax Credit Compliance Guaranty".

(d) First Priority Loan. Lockhart GP shall cause the Partnership to obtain a construction/permanent loan ("First Priority Loan") from the First Priority Lender which meets the requirements of the Financing Summary by no later than Initial Closing. Prior to execution of the First Priority Loan Documents, Lockhart GP shall obtain the Consent of AHF to the terms and forms of the First Priority Loan Documents. Lockhart GP shall not cause or permit the Partnership to amend the First Priority Loan Documents without the Consent of AHF. In addition, any replacement or refinancing of the First Priority Loan with a substitute First Priority Loan shall require the Consent of AHF, which Consent may be withheld in its sole discretion.

(i) Lockhart GP covenants that the First Priority Loan Documents shall include nonrecourse language that eliminates all personal liability of the Partnership and its Partners for the payment of the First Priority Loan, excluding only carveouts to the nonrecourse language typically required by institutional lenders based on fraud, misappropriation of funds or other specified "bad acts" of the Partnership or its Partners. In addition, neither Lockhart GP nor its Affiliates shall enter into any guaranty or credit support agreement or provide any letter of credit or other collateral that will cause the First Priority Loan not to be nonrecourse debt for federal income tax purposes. Lockhart GP represents and warrants that the First Priority Loan shall at all times constitute nonrecourse indebtedness for federal income tax purposes.

(e) Right to Cause Refinancing. At any time after January 1, 2029, AHF shall have the right to propose that the Partnership refinance the First Priority Loan with a new permanent loan (a "Replacement Loan") or that the Partnership obtain an additional loan secured
by a lien on the Apartment Complex subordinate to the lien of the First Priority Loan (an "Additional Loan"). In connection with a proposal to obtain a Replacement Loan or an Additional Loan, AHF shall submit a loan commitment, term sheet or written proposal from a lender to Lockhart GP (an "IP Proposal"). Lockhart GP acknowledges that the lender may be an Affiliate of AHF or that AHF or its Affiliate(s) may provide credit enhancement for such Replacement Loan or Additional Loan. Upon the receipt of an IP Proposal, Lockhart GP shall cooperate with AHF and use its best efforts, using the Partnership's assets, to cause the Partnership to obtain and close a Replacement Loan or an Additional Loan as described in the IP Proposal, subject to Lockhart GP's Consent, which shall not be unreasonably withheld if the Replacement Loan or Additional Loan includes the following terms: (i) a minimum 1.15 Debt Service Coverage Ratio and (ii) the Replacement Loan or Additional Loan includes nonrecourse language that eliminates all personal liability of the Partnership and its Partners. The Partners acknowledge that a Replacement Loan or an Additional Loan may result in a material increase in the amount of the indebtedness which encumbers the Apartment Complex.

(f) Misconduct Indemnity. Lockhart GP shall at all times indemnify and hold harmless the Partnership and AHF and AHF's Affiliates against and from any and all claims, suits, actions, debts, damages, costs, charges, losses, obligations, judgments and expenses, or orders by a governmental authority, of any nature whatsoever, suffered or incurred by the Partnership, AHF or AHF's Affiliates arising from or in connection with any of the following (a "Misconduct Event"): (i) breach of fiduciary duty by Lockhart GP, (ii) any intentional misstatement in any certificate delivered by Lockhart GP, (iii) any gross negligence, willful breach, intentional misconduct, bad faith, misappropriation of funds or fraud by Lockhart GP, Guarantor or any Affiliate of Lockhart GP (including without limitation, the Developer, the Property Manager or the Contractor, if any of the foregoing are Affiliates of Lockhart GP), or (iv) any intentional breach by (A) Lockhart GP of any representation or warranty contained in this Agreement (including without limitation, the distribution of proceeds in violation of Section 9.1 as described in Section 9.1(c)), any Project Documents or any certification delivered in connection therewith, (B) the Property Manager under the Management Agreement (if an Affiliate of Lockhart GP) or (C) the Contractor under the Construction Contract (if an Affiliate of Lockhart GP). The obligations of Lockhart GP set forth in this Section 6.9(h) are referred to herein as the "Misconduct Indemnity."

6.10 Development Fee. The Partnership has entered into the Development Agreement with the Developer for its services in connection with the development and construction of the Apartment Complex. In consideration for such services, the Partnership shall pay the Developer a Development Fee in the total amount of $1,174,047.00, in accordance with the terms of the Development Agreement and Article 9 of this Agreement.

6.11 Incentive Partnership Management Fee. The Partnership has entered into the Incentive Partnership Management Agreement with Lockhart GP for Lockhart GP's services in managing the business of the Partnership. In no event shall the Incentive Partnership Management Fee exceed $150,000.00 per year. The Incentive Partnership Management Fee shall only be payable pursuant to Section 9.1 of this Agreement and shall not be cumulative.

6.12 Withholding of Fee Payments. If (a) Lockhart GP shall not have substantially complied with any of the provisions under this Agreement or under the Incentive Partnership
Management Agreement (including without limitation, compliance with the reporting requirements set forth in Section 12.5 of this Agreement) after the expiration of any applicable cure period, (b) a Project Lender has declared the Partnership to be in default under the related Project Loan, or (c) foreclosure proceedings have been commenced against the Apartment Complex, then Lockhart GP shall be in default of this Agreement, and the Partnership shall withhold payment of fees to Lockhart GP, and Lockhart GP shall be liable for the Partnership's payment of any and all installments of the Development Fee payable pursuant to the Development Agreement. All amounts so withheld by the Partnership under this Section 6.12 shall be promptly released to the payees thereof only after Lockhart GP has cured or caused to be cured such default, as demonstrated by evidence reasonably acceptable to AHF.

6.13 Pledged Payments. To secure the payment and performance by Lockhart GP and the Developer to AHF of the performance of Lockhart GP's obligations under this Agreement and the Developer's obligations under the Development Agreement, Lockhart GP hereby collaterally assigns, pledges and grants a security interest to AHF in all of Lockhart GP's right, title and interest in and to any distributions and payments under this Agreement, including without limitation payments with respect to Operating Deficit Loans and GP Loans and distributions of Net Cash Flow and proceeds of a Capital Transaction all in accordance with the Lockhart GP Pledge, and the Developer hereby collaterally assigns, pledges and grants a security interest to AHF in all of the Developer's right, title and interest in the Development Agreement, including without limitation, any payments of the Development Fee all in accordance with the Developer Pledges (collectively, the "Pledged Payments"). Lockhart GP and the Developer irrevocably directs the Partnership to pay to AHF any Pledged Payments at any time that there is an unsatisfied obligation secured by the Pledged Payments in accordance with the terms of the Lockhart GP Pledge and the Developer Pledges. The Partnership and the Partners shall treat any Pledged Payments made by the Partnership to AHF as a payment by the Partnership to Lockhart GP or the Developer, as applicable, of the particular Pledged Payment and a payment by Lockhart GP or Developer, as applicable, to AHF of the particular obligation which it secures. If there is more than one type of outstanding obligation secured at the time a Pledged Payment is made to AHF, AHF in its sole discretion shall decide to which secured obligation the Pledged Payments shall be applied. This Section 6.13 shall constitute a security agreement under applicable law; provided that, this Section 6.13 shall not be construed to create any rights in addition to or that are inconsistent with the Lockhart GP Pledge and/or the Developer Pledges. In addition, Lockhart GP and the Developer grant AHF a right of offset against Pledged Payments with respect to all amounts due to Lockhart GP under this Agreement or to the Developer under the Development Agreement.

6.14 Reserve For Replacements. Concurrently with AHF's funding of the Third Capital Contribution, the Partnership shall fund the Reserve For Replacements with $12,000.00. In addition, on the first day of each calendar month commencing on the earlier of (a) Stabilization or (b) 12 months after the Partnership's receipt of the first certificate of occupancy for the Apartment Complex (or equivalent, including without limitation, temporary certificate of occupancy or applicable government authorization for tenant occupancy), the Partnership shall fund a Reserve For Replacements in an amount equal to $250.00 per apartment per year, increasing by 3% per year. The annual amount of contributions to the Reserve For Replacements shall be funded in 12 equal monthly payments, provided that the General Partner shall increase the minimum funding of the Reserve For Replacements if necessary to comply with sound asset
management principles. With the Consent of AHF, the General Partner may make withdrawals from the Reserve For Replacements solely for the purpose of paying the cost of capital items, which shall consist of the acquisition or replacement of property expected to have a useful life of ten years or more and the cost of repairs to property that will extend the useful life of such property by ten years or more. Examples of such capital items and repairs are outlined in Exhibit L attached hereto. If the First Priority Loan Documents impose stricter requirements regarding the funding and/or use of Reserve For Replacements, such stricter requirements shall apply; provided that, there shall be no duplication between Reserve For Replacement requirements under this Agreement and any requirements under the First Priority Loan Documents. Notwithstanding anything to the contrary herein, the General Partner may make withdrawals from the Reserve For Replacements without the Consent of AHF if needed for emergency repairs necessary to protect the safety of tenants of tenants or the structural integrity of the Apartment Complex; provided that the General Partner provides notice to AHF concurrently with the withdrawal request to the First Priority Lender.

6.15 Operating Reserve. The Partnership shall establish a reserve in the amount of $117,282.00 (the "Operating Reserve") from proceeds of the First Capital Contribution at Initial Closing. AHF shall hold the Operating Reserve on behalf of the Partnership. After Stabilization and with the Consent of AHF, Lockhart GP may make withdrawals up to $58,641.00 from the Operating Reserve solely for the purpose of paying Operating Deficits incurred by the Partnership prior to Lockhart GP's funding under its Operating Deficit Guaranty. The balance of the Operating Reserve may be used to pay Operating Deficits after the expiration of the Operating Deficit Guaranty period or to pay Operating Deficits after satisfaction of the ODG Cap. Any funds remaining in the Operating Reserve shall be released at the end of the Compliance Period and disbursed in accordance with Section 9.1 hereof.

6.16 Selection of Property Manager; Management Agreement.

(a) The General Partner shall cause the Partnership at all times during which the Partnership owns the Apartment Complex to engage a Property Manager to provide property management services for the Partnership with respect to the Apartment Complex pursuant to a management agreement in the form of Exhibit H attached hereto (the "Management Agreement"). Alpha Barnes Real Estate Services II, LLC, a Texas limited liability company, is approved by the Partners as the initial Property Manager.

(b) The General Partner shall at least once each Fiscal Year review the performance of the Property Manager and recommend to AHF in writing whether to continue the Management Agreement with the then current Property Manager or whether to replace such Property Manager. The recommendation of the General Partner shall be implemented by the General Partner, provided that the General Partner has obtained the Consent of AHF, which Consent shall not be unreasonably withheld, except as provided in Section 6.16(c) of this Agreement.

(c) Notwithstanding anything to the contrary herein, no Affiliate of the General Partner shall act as the Property Manager without the prior written Consent of AHF which may be withheld in its sole discretion. The Consent to the use of an Affiliate Property Manager as to the initial Management Agreement or any renewal thereof shall not prevent AHF
from withholding its Consent in connection with a periodic performance review pursuant to Section 6.16(b) of this Agreement or from causing the Partnership to remove the Property Manager pursuant to Section 6.17 of this Agreement.

6.17 Removal of the Property Manager. At the request of AHF, the General Partner shall cause the Partnership to terminate the Management Agreement then in place and appoint a replacement Property Manager (for which AHF has given its Consent) and execute a new Management Agreement if any of the following events occur: (a) if the Property Manager becomes Bankrupt; (b) if the Property Manager defaults in its obligations under the Management Agreement and fails to cure such default within any applicable cure period provided therein; (c) if AHF is the holder of outstanding LP Loans in excess of $50,000.00, which LP Loans were made during the period that such Property Manager was engaged by the Partnership; (d) if there are any Tax Credit Shortfalls attributable to the Property Manager's noncompliance with the requirements of Section 42 of the Code and not reimbursed by General Partner as provided herein; (e) if the Property Manager fails to perform its duties and obligations in a professional, competent, businesslike and efficient manner as would a first class property manager of apartment projects similar to the Apartment Complex and as of apartment projects generating Tax Credits; or (f) if the Property Manager is an Affiliate of the General Partner and a Conversion Event shall have occurred. The General Partner shall cause such replacement to occur on the date designated by AHF in such written request, which date must be not less than 30 days from the date of such written request.

6.18 Environmental Matters.

(a) Lockhart GP represents and warrants that (i) it has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Materials at, upon, under or within the Land or any contiguous real estate and (ii) it has not caused or permitted to occur, and it shall not permit to exist, any condition which may cause a discharge of any Hazardous Materials at, upon, under or within the Land or on any contiguous real estate.

(b) Lockhart GP further represents and warrants that (i) neither it nor, to the best of its knowledge, any other party has been, is or will be involved in operations at or, pursuant to Lockhart GP's best knowledge, near the Land, which operations could lead to (A) a determination of liability under the Environmental Laws as to the Partnership or (B) the creation of a lien on the Land under the Environmental Laws; and (ii) Lockhart GP has not permitted, and will use best efforts not to permit, any tenant or occupant of the Apartment Complex to engage in any activity that could impose liability under the Environmental Laws on such tenant or occupant, on the Land or on any other owner of the Apartment Complex.

(c) Lockhart GP shall comply strictly and in all respects with all material requirements of the Environmental Laws.

(d) Lockhart GP shall at all times indemnify and hold harmless the Partnership, AHF and AHF's Affiliates against any claims, actions, damages, costs, losses, obligations, judgments and expenses incurred by them relating to Pre-Existing Environmental Conditions, including (A) costs and expenses related to the removal or abatement of Pre-Existing
Environmental Conditions, (B) costs related to claims against the Partnership by third parties for the clean-up of properties owned by such third parties attributable to Pre-Existing Environmental Conditions, (C) costs related to claims against the Partnership by third parties for bodily injury or property damage attributable to Pre-Existing Environmental Conditions and (D) legal defense costs related to the foregoing. Notwithstanding the foregoing, Lockhart GP may cause the Partnership to use Permitted Sources to pay costs and expenses related to the removal or abatement of Pre-Existing Environmental Conditions if and to the extent (i) such use does not violate any of the Project Documents, (ii) such use does not cause the Permitted Sources to be "out-of-balance" as a source of payment for anticipated remaining Development Costs, and (iii) such use does not pay costs and expenses attributable to a breach of laws by Lockhart GP, the negligence of Lockhart GP or the violation of this Agreement by Lockhart GP.

6.19 Partnership Representative.

(a) AHF hereby is designated as Partnership Representative of the Partnership pursuant to Section 6223 of the Code. The Partnership Representative shall engage in such undertakings as are required of the Partnership Representative of the Partnership, as provided in regulations pursuant to Section 6223 of the Code. Each Partner, by its execution of this Agreement, Consents to such designation and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such Consent.

(b) The Partnership Representative is hereby authorized, but not required to do the following:

(i) to enter into any settlement with the IRS or the Secretary with respect to any tax audit or judicial review, in which agreement the Partnership Representative may expressly state that such agreement shall bind the other Partners and, provided it has obtained the Consent of the General Partner (if the settlement materially affects the General Partner) and the Consent of AHF to such settlement agreement, which Consent shall not be unreasonably withheld and which Consent shall not be necessary if the settlement agreement is revenue neutral to the Partnership and the Partners;

(ii) if a notice of a final administrative adjustment at the Partnership level of any item required to be taken into account by a Partner for tax purposes (a "Final Adjustment") is mailed to the Partnership Representative, to seek judicial review of such Final Adjustment, including the filing of a petition for readjustment with the Tax Court, the District Court of the United States for the district in which the Partnership's principal place of business is located, or the United States Court of Federal Claims;

(iii) to intervene in any action brought by any other Partner for judicial review of a Final Adjustment;

(iv) to file a request for an administrative adjustment with the IRS at any time and, if any part of such request is not allowed by the IRS, to file a petition for judicial review with respect to such request;
(v) to enter into an agreement with the IRS to extend the period for assessing any tax which is attributable to any item required to be taken into account by a Partner for tax purposes, or an item affected by such item; and

(vi) to take any other action on behalf of the Partners or the Partnership in connection with any administrative or judicial tax proceeding to the extent permitted by applicable law or regulations.

(vii) make any elections or decisions under the Audit Rules, including without limitation, with respect to any IRS examination of the Partnership commenced under Section 6231(a) of the Code;

(viii) appeal an adverse judicial decision; and

(ix) make any decision regarding the compromise, settlement or dismissal of any such proceedings.

6.20 Expenses of Partnership Representative. To the extent of available funds, the Partnership shall indemnify and reimburse the Partnership Representative for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses and damages incurred in connection with any administrative or judicial proceeding with respect to Partnership tax matters. The payment of all such expenses shall be made before any distributions are made from Net Cash Flow or from the proceeds of a Capital Transaction or any discretionary reserves are set aside by the General Partner. The taking of any action and the incurring of any expense by the Partnership Representative in connection with any such proceeding, except to the extent required by law, is a matter in the sole discretion of the Partnership Representative and the provisions on limitations of liability of AHF set forth in Section 7.1 of this Agreement shall be fully applicable to the Partnership Representative in its capacity as such.

6.21 Partnership Audit Rules.

(a) With respect to any audit of the Partnership, the Partnership Representative shall cause the Partnership to make a timely election under Section 6226(a)(1) of the Code (a "Push-Out Election") with respect to any imputed underpayment for the reviewed year or years. After such Push-Out Election is made, the Partnership shall timely furnish to the IRS and each person that was a Partner of the Partnership during the reviewed year to which such underpayment relates a statement (the "Section 6226 Statement") of such Partner's share of any adjustment to income, gain, loss, deduction or credit for the reviewed year, as determined in the FPAA. To the extent the Partners' respective shares of such adjustments are not determined in the FPAA, AHF shall determine such shares based on the allocations described in Exhibit J of this Agreement for the reviewed year, which determination shall be made in the reasonable discretion of AHF. Each Partner receiving a Section 6226 Statement with respect to a reviewed year shall timely report and pay such Partner's tax liability imposed by the Code for the Partner's taxable year that includes the date on which the Section 6226 Statement was furnished to the Partner, which tax liability shall include the "adjustment amounts" described in Section 6226(b)(2) of the Code, including interest determined in the manner and at the underpayment rate specified in Section 6226(c)(2) of the Code and any applicable penalties and additions to tax.
(which are determined at the Partnership level under Sections 6221(a) and 6226(c)(1) of the Code but imposed on the Partners). Each such Partner shall timely provide to the Partnership such evidence as AHF shall reasonably require to establish the Partner's compliance with the requirements of Section 6226 of the Code.

(b) If for any reason the Partnership is liable for any tax, imputed underpayment, interest or penalty as a result of any audit under the Audit Rules (collectively, "Partnership Audit Payments"), then:

(i) Each person who was a Partner during any portion of the reviewed year (including, without limitation, former Partners) shall indemnify and pay the Partnership an amount equal to such Person's proportionate share of such liability, based on the amount each such Person should have borne (computed at the tax rate used to compute Partnership's liability) had the Partnership's tax return for such taxable year reflected the audit adjustment, and the expense for the Partnership's payment of such Partnership Audit Payments shall be specially allocated to such Persons (or their successors) in such proportions. Notwithstanding the foregoing, such apportionment of liability shall also take into account the extent to which the Partnership's imputed underpayment was modified by adjustments under Section 6225(c) of the Code (to the extent approved by the IRS) and attributable to (A) a particular Partner's tax classification, tax rates, tax attributes, the character of tax items to which the adjustment relates, and similar factors, or (B) the Partner's filing of an amended return for the Partner's taxable year that includes the end of the Partnership's reviewed year and payment of required tax liability in a manner that complies with Section 6225(c)(2) of the Code. To the extent an imputed underpayment results from the reallocation of the distributive share of any Partnership tax item from one Partner to another, the Partner(s) whose shares of any item of income or gain are increased, or whose shares of any item of loss, deduction or credit are decreased, shall be treated as bearing the economic burden of such imputed underpayment.

(ii) AHF shall, in consultation with the Accountants, determine a tentative apportionment of the Partnership Audit Payments among the Partners and former Partners and shall notify such Persons as soon as reasonably practicable of its determination and the facts and analysis supporting such determination. Each such Partner or former Partner shall have 30 days to object to such apportionment and propose an alternative basis of apportionment or adjustment thereto and the basis therefor. AHF shall then determine a final apportionment in its reasonable discretion and shall, as soon as reasonably practicable thereafter, deliver a Notice to all applicable Persons of such determination after which each such Person shall remit any amounts due to the Partnership within 15 days thereafter.

(iii) The Partnership, at the direction of either the General Partner or AHF, as applicable, shall apply any distributions, fees or other amounts payable under this Agreement to any Partner or any Affiliate of such Partner to offset any payments due to the Partnership from such Partner pursuant to this Section 6.21(b).

(c) The provisions of this Section 6.21 shall survive the termination or dissolution of the Partnership or the termination of any Partner's interest in the Partnership and shall remain binding on the partners for as long of a period of time as is necessary to resolve with
any taxing authorities any and all matters regarding the United States federal income tax matters of the Partnership, its Partner or former Partners.

(d) Notwithstanding any other provision of this Section 6.21, if the Partnership Representative is not AHF, (i) the Partnership Representative shall not take any action under this Section 6.21 which would have a materially adverse tax impact on AHF if such action is not Consented to by AHF and (ii) the Partnership Representative shall keep the Partners promptly informed of any tax matters involving the Partnership.

(e) The Partners hereby Consent to any amendments to this Section 6.21 that AHF determines are reasonably necessary and appropriate to address additional guidance provided in Treasury Regulations or other IRS guidance relating to the Audit Rules, or to take into account subsequently enacted amendments to the Audit Rules.

Article 7
RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

7.1 Limitation on Liability of Limited Partners. Except as may otherwise be provided under applicable law, no Limited Partner shall be bound by, or personally liable for, the expenses, liabilities or obligations of the Partnership. AHF shall not have any obligations to make any Capital Contributions other than as required under Article 5 of this Agreement. No Limited Partner shall have any other liability to contribute money to, or in respect of the liabilities or obligations of, the Partnership, nor shall any Limited Partner be personally liable for any obligations of the Partnership, except as and to the extent provided in the Act.

7.2 Other Activities. Any Limited Partner may engage in or possess interests in other business ventures of every kind and description, independently or with others, including without limitation, serving as general or limited partner of other partnerships or as a manager or member of other limited liability companies which own, either directly or through interests in other partnerships or limited liability companies, government-assisted housing projects similar to the Apartment Complex. Neither the Partnership nor any of the Partners shall have any right by virtue of this Agreement in or to such other business ventures to the income or profits derived therefrom.

7.3 Insurance Obtained by AHF. AHF and its Affiliates shall have the right, but not the obligation, to obtain one or more policies of insurance related to the Apartment Complex, including, without limitation, policies related to earthquakes, environmental liabilities and acts of war or terrorism (the "LP Policies"); provided, however, that LP Policies shall not include any Forced Placed Coverage. AHF shall pay all insurance premiums and other costs of obtaining LP Policies without any right of reimbursement from the Partnership or the General Partner. AHF shall have sole control over the terms of the LP Policies, including choice of insurer, policy limits, risks covered, exclusions from coverage, and the designation of insureds (which designation may or may not include the Partnership). Neither the Partnership nor the General Partner shall have any right to approve or to Consent to the terms of any LP Policy. Unless AHF otherwise agrees, in its sole and absolute discretion, neither the Partnership nor the General Partner shall have any right to provide notice of a claim under an LP Policy, to submit a claim under an LP Policy, to receive any proceeds of an LP Policy or to make any decisions or
elections under an LP Policy. Nothing in this Section shall modify the obligations of the General Partner to cause the Partnership to obtain insurance coverage as provided elsewhere in this Agreement or the obligation of the General Partner to make payments related to insurance when and as required in Exhibit I to this Agreement.

Article 8
TRANSFERS OF PARTNER INTERESTS, WITHDRAWAL,
ADMISSION OF SUBSTITUTE PARTNERS

8.1 Transfers.

(a) The General Partner may not sell, transfer, pledge, hypothecate, assign, encumber or otherwise dispose of (whether voluntarily, involuntarily or by operation of law) all or any part of its Interest as General Partner without the prior Consent of AHF, which Consent may be withheld in its sole and absolute discretion. For purposes of this Section 8.1(a) and without limiting the application of the immediately preceding sentence, the sale, transfer, pledge (other than a pledge contemplated in Section 6.13 and under the Lockhart GP Pledge), hypothecation or assignment of an actual or beneficial interest in or within the General Partner or any entity with a direct or indirect ownership interest in the General Partner (including any violation of the covenant in Section 4.1(y) of this Agreement) shall be deemed to constitute an event that is in violation of this Section 8.1(a); provided that, with the Consent of AHF, which shall not be unreasonably withheld, a change in the non-managing member of the General Partner shall not be deemed to be in violation of this Section 8.1 so long as such change is in accordance with the Agency's requirements for material participation by a historically-underutilized business.

(b) Upon the occurrence of an event that is a violation of Section 8.1(a) of this Agreement or that is a withdrawal of the General Partner in violation of Section 8.2 of this Agreement, the General Partner shall be deemed immediately prior to such event to have assigned to AHF its Interest as a General Partner.

(c) No Limited Partner may sell, transfer, pledge, hypothecate or assign all or any part of its Interest as Limited Partner without the prior Consent of the General Partner, which Consent may be withheld in its sole and absolute discretion. Nothing in this Section 8.1(c) shall limit the authority of the members in AHF to sell, transfer, pledge, hypothecate or assign all or any portion of their interest within AHF, in the sole and absolute discretion of AHF and its members.

(d) Except as provided in this Article and as required by operation of law, the Partnership shall not be obligated for any purpose whatsoever to recognize the assignment by any Partner of its Interest in the Partnership until evidence of such transfer is delivered to the other Partners.

(e) Any Person who is the assignee of all or any portion of a Limited Partner's Interest, but does not become a Substitute LP, and who desires to make a further assignment of such Interest, shall be subject to all the provisions of this Section 8.1 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of its Interest.
(f) If the General Partner becomes the subject of Bankruptcy proceedings pursuant to the Bankruptcy Code, then (i) any other Partner shall thereupon be entitled to immediate relief from any automatic stay imposed by Section 362 of the Bankruptcy Code or otherwise, on or against the exercise of the rights and remedies available to such Partner pursuant to this Agreement or otherwise, and (ii) any Partner may apply or move the bankruptcy court in which the Bankruptcy proceedings are pending for a change of venue to the bankruptcy court where the Partnership has its principal place of business and the General Partner agrees not to oppose or object to such application or motion in any way. The foregoing shall in no way preclude, restrict or prevent the General Partner from filing for protection under the Bankruptcy Code.

(g) This is an agreement under which applicable law excuses AHF from accepting performance from any General Partner which is a debtor in a case under the Bankruptcy Code, from a trustee of any such debtor and from the assignee of any such debtor or trustee. AHF has entered into this Agreement with the General Partner in reliance upon its unique knowledge, experience and expertise, and that of its principals in the planning and implementation of the development of the Apartment Complex and in the area of affordable housing and development in general. The foregoing restriction on transfer is based in part on the above factors. The General Partner expressly agrees that AHF shall not be required to accept performance under this Agreement from any person other than the General Partner, including, without limitation, any trustee of the General Partner appointed under the Bankruptcy Code, and any assignee of any such trustee.

8.2 Withdrawal. The General Partner may not withdraw from the Partnership without the prior Consent of AHF, which Consent may be withheld in its sole and absolute discretion.

8.3 Conversion.

(a) "Conversion Event" shall mean any of the following:

(i) Lockhart GP shall have breached any of its representations, warranties, covenants or other obligations under this Agreement (including without limitation, distribution of Net Cash Flow, proceeds of a Capital Transaction or Cost Savings without the Consent of AHF or payment of Development Fee prior to the date it would otherwise be due), such breach has a material adverse effect on the Partnership or the Apartment Complex, and such breach shall not have cured such breach within 30 days of Notice of default;

(ii) intentional misconduct or failure to exercise reasonable care by Lockhart GP with respect to any material matter in the discharge of its duties and obligations as General Partner (provided that such violation results in, or is likely to result in, a material detriment to or an impairment of the Apartment Complex or assets of the Partnership);

(iii) the Partnership shall have defaulted under the First Priority Loan, and any cure period available to the Partnership with respect to such default shall have lapsed without such default being cured;
(iv) the Partnership shall have breached in any material respect the Regulatory Agreements and such breach shall not have been cured within 30 days of notice of default;

(v) after issuance of Forms 8609, the amount of Actual Credits for any calendar year are, or are projected by the Accountants to be, less than 85% of Certified Credits;

(vi) the Bankruptcy of Lockhart GP or any Guarantor;

(vii) the NCF Percentage shall be 25% or less (a "Dilution Conversion Event");

(viii) failure of the Partnership to maintain a 1.0 Debt Service Coverage Ratio for an aggregate of twelve (12) consecutive calendar months of operations; provided however, that so long as the General Partner is funding its obligations under the Operating Deficit Guaranty or funding GP Loans, this section will not be considered a Conversion Event;

(ix) the General Partner, the Developer, a Guarantor or any senior officer involved in management of such entities or an individual Guarantor has been indicted or convicted of a felony; and

(x) the occurrence of a Misconduct Event.

(b) If AHF determines that a Conversion Event has occurred, AHF may convert the Interest of Lockhart GP to that of a special Limited Partner by providing Notice to Lockhart GP (a "Conversion Notice"). The conversion of the Interest of Lockhart GP to that of a special Limited Partner (the "Conversion") shall be effective on the date of such Conversion Notice or such later date as may be specified in the Conversion Notice. No further action or Consent on behalf of Lockhart GP shall be required to effect the Conversion.

(c) After a Conversion, Lockhart GP shall have no right to participate in the management or control of the Partnership or to vote on Partnership matters. All decisions to be made by Limited Partners under this Agreement shall be made solely by AHF. In addition, the Incentive Partnership Management Agreement shall terminate upon Conversion, and subject to the Consent of AHF, the Partnership shall enter into a new Incentive Partnership Management Agreement with the Substitute GP.

(d) The Conversion shall not affect the duties, obligations and liabilities of Lockhart GP hereunder, except that (i) Lockhart GP shall not be liable for any liabilities and obligations directly arising from the gross negligence, intentional misconduct or breach of this Agreement by any Substitute GP, and (ii) Lockhart GP shall not have the obligation to continue to perform those obligations to manage the affairs of the Partnership. Without limiting the generality of the foregoing, after the Conversion, Lockhart GP shall remain obligated as provided in Section 6.9 of this Agreement, except Lockhart GP's liability under the Tax Credit Compliance Guaranty shall be limited to those matters that arise in connection with or result from the period of time on or prior to the date of Lockhart GP's Conversion (even if arising after Conversion).
(e) A Conversion shall not release, waive, modify or impair any claims, rights, or remedies that AHF or the Partnership may have against Lockhart GP, Guarantor or their Affiliates.

(f) Lockhart GP shall cooperate reasonably and in good faith in effecting the orderly and efficient transition relating to the Conversion, including providing the Substitute GP with all books, accounts and property of the Partnership in the possession or control of Lockhart GP.

(g) If a Conversion occurs (other than a Dilution Conversion Event), the NCF Percentage shall be reduced as set forth in the definitions of such terms and the DDF Percentage shall be zero. In addition, the NCF Percentage shall be subject to further reduction in connection with the admission of a Substitute GP as provided in Section 8.4(b) of this Agreement.

(h) If AHF asserts that a Conversion Event has occurred, but in fact a Conversion Event has not occurred, the sole remedies of Lockhart GP against AHF shall be to (i) sue for the equitable remedy of reinstatement of Lockhart GP as a General Partner, (ii) recover from the Partnership any distributions or payments that Lockhart GP did not receive with respect to the period from the date of Conversion until the date on which Lockhart GP is reinstated as a General Partner based on actual Net Cash Flow of the Partnership during such period and that were not paid solely as a result of a reduction of the NCF Percentage or DDF Percentage during such period, and (iii) to recover reasonable attorney's fees. In no event shall Lockhart GP be entitled to actual, consequential or punitive damages based on or related to such improper or incorrect assertion, other than as provided in clauses (ii) and (iii) above. A claim for a Conversion Event that has not occurred must be brought by Lockhart GP within 60 days of the Conversion.

8.4 Admission of a Substitute GP Following a Conversion.

(a) After a Conversion, AHF shall have the sole and exclusive right to select and admit a Person as a substitute General Partner ("Substitute GP") in replacement of Lockhart GP. The Consent or approval of Lockhart GP shall not be required in connection with such appointment and admission.

(b) AHF shall determine the Interest of the Substitute GP in the Partnership in its sole and absolute discretion; Lockhart GP shall have no right to object to such determination by AHF. The Interest of the Substitute GP, and any fees payable to the Substitute GP, shall be derived by a reduction in the Interest of Lockhart GP, without any action on the part of Lockhart GP; provided, however, that with respect to a Conversion based solely on a Dilution Conversion Event, the interest of the Substitute GP shall reduce the Interest of all Partners pro rata. AHF shall have the right, but not the obligation to assign a portion of its Interest in the Partnership to the Substitute GP.

(c) Lockhart GP shall execute such additional documents and instruments as AHF may reasonably request to effect, document, evidence and consummate the Conversion and, if applicable, the admission of the Substitute GP as evidenced by an amendment to this Agreement (the "Substitute GP Amendment") effecting the admission of the Substitute GP and
the reduction in the Interest of Lockhart GP. Such reduction in the Interest of Lockhart GP may be effected by a reduction in the NCF Percentage and by other changes to the Interest of Lockhart GP in the Partnership. Notwithstanding anything to the contrary herein, Lockhart GP shall not have the right to Consent to the Substitute GP Amendment or any other amendment to the Partnership Agreement. Lockhart GP hereby grants to AHF a power-of-attorney to execute such documents necessary to effect the Conversion of Lockhart GP and the admission of the Substitute GP, as applicable; provided, however, AHF shall not exercise such power-of-attorney unless and until it has submitted the requested documents to Lockhart GP, and Lockhart GP has failed to execute such documents within three days of its receipt of such documents. The foregoing power-of-attorney is irrevocable and coupled with an interest.

(d) Lockhart GP shall cooperate reasonably and in good faith to obtain any Consents, which AHF deems necessary or appropriate to further document or evidence the Conversion and the admission of the Substitute GP, including, but not limited to, any Consents required by the Agency, HUD, any Project Lender or any party providing credit enhancement in connection with a Project Loan.

(e) The Substitute GP shall have all right, power and authority to administer, manage and direct the business of the Partnership, subject to such limitations as may be set forth in the Substitute GP Amendment and subject to the Consent and other rights of AHF set forth in this Agreement. Without limiting the generality of the foregoing, the Partnership, with the Consent of AHF, may enter into agreements with the Substitute GP to provide services for and to receive compensation from the Partnership. The sole obligations of the Substitute GP with respect to the Partnership shall be to administer, manage and direct the business of the Partnership in accordance with the fiduciary duties of the Substitute GP and applicable law and such other obligations as may be set forth in the Substitute GP Amendment. Without limiting the generality of the foregoing, the Substitute GP shall not have any liability for the acts, omissions, representations, warranties or covenants of Lockhart GP.

(f) If after a Conversion, the Partnership refinances any Project Loan in a manner that reduces the Partnership's Debt Service Expense, then at the option of AHF, AHF or its designee shall receive a fee in an amount of up to the reduction in Debt Service Expense. Moreover, if the Partnership obtains a loan with respect to which AHF or its Affiliates provides any guaranty, letter of credit or other credit support, AHF or its Affiliates may charge fees in an amount to be agreed upon by AHF and the Partnership. Lockhart GP shall have no right to Consent to or to approve any fees payable by the Partnership to AHF or its Affiliates.

8.5 Admission of an Additional LP Following Conversion or Dilution. After Conversion occurs or if the Greatest Excess LP Loan Amount at any time exceeds $50,000.00, notwithstanding anything to the contrary herein, AHF shall have the right, power and authority to cause one or more entities to be admitted as an additional Limited Partner, provided that the Interest in the Partnership of such additional Limited Partner is derived from the Interest in the Partnership of AHF or any Substitute GP (in each case after taking into consideration the effect of Conversion or the Greatest Excess LP Loan Amount exceeding $50,000.00 on the Interests of all the Partners).

8.6 Removal.
(a) If a Conversion Event occurs (other than a Dilution Conversion Event) and such Conversion Event is not fully cured within 90 days of the date of such Conversion Event, then AHF shall have the right to remove Lockhart GP as a Partner of the Partnership by giving Notice of removal to Lockhart GP. The withdrawal of Lockhart GP shall be effective immediately upon AHF’s giving the removal notice and shall not require the execution of any additional documents or instruments by Lockhart GP.

(b) In the event of the removal of Lockhart GP pursuant to this Section 8.6, (i) Lockhart GP shall cease to have any Interest in the Partnership, (ii) Lockhart GP shall not be entitled to any distributions or allocations from the Partnership, (iii) Lockhart GP shall not be entitled to any repayment of Operating Deficit Loans, and (iv) Lockhart GP shall not be entitled to any payments of the Incentive Partnership Management Fee relating to the period of time after the earlier of the date of Conversion or the date of its removal. Lockhart GP shall be entitled, however, to receive any GP Loans in the time and manner specified in this Agreement.

(c) The withdrawal of Lockhart GP shall not affect its duties, obligations and liabilities hereunder, except that (i) Lockhart GP shall not be liable for any liabilities and obligations directly arising from the gross negligence, intentional misconduct or breach of this Agreement by any Substitute GP, and (ii) Lockhart GP shall not have an obligation to manage the affairs of the Partnership. Without limiting the generality of the foregoing, after the earlier of Conversion or withdrawal, as applicable, Lockhart GP shall remain obligated as provided in Section 6.9 of this Agreement, except that Lockhart GP’s liability under the Tax Credit Compliance Guaranty shall be limited to those matters that arise in connection with or result from the period of time on or prior to the date of Lockhart GP’s Conversion (even if arising after Conversion) or Lockhart GP’s removal (even if arising after removal).

(d) Lockhart GP shall execute such additional documents and instruments as AHF may reasonably request to effect, document, evidence and consummate the withdrawal of Lockhart GP pursuant to this Section 8.6. Lockhart GP hereby grants to AHF a power-of-attorney to execute such documents on behalf of Lockhart GP; provided, however, that AHF shall not exercise such power-of-attorney unless and until it has submitted the requested documents to Lockhart GP, and Lockhart GP has failed to execute such documents within three days of its receipt of such documents. The foregoing power-of-attorney is irrevocable and coupled with an interest.

(e) AHF’s right of removal under this Section 8.6 is cumulative with all of its other rights and remedies under this Agreement, including the right to effect a Conversion. In addition, Conversion is not a condition to the exercise by AHF of its removal right under this Section 8.6.

8.7 Admission of Additional or Substitute Partners.

(a) Except as provided in Sections 8.4 and 8.5 of this Agreement, the admission of an additional General Partner or additional Limited Partner shall require the Consent of the Partners (which may be granted or withheld in their sole and absolute discretion).
(b) Subject to the other provisions of this Section 8.7, an assignee of the Interest of a Limited Partner shall be admitted as a substitute Limited Partner ("Substitute LP") of the Partnership only upon the satisfactory completion of the following:

(i) the assignee has accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof or an appropriate amendment hereto, and such other documents or instruments as the General Partner may reasonably require in order to effect the admission of such Person as a Limited Partner;

(ii) the assignee has provided the General Partner with evidence reasonably satisfactory to counsel for the Partnership of its authority to become a Limited Partner under the terms and provisions of this Agreement; and

(iii) the assignee or the assignor has reimbursed the Partnership for all reasonable expenses, including all reasonable legal fees and recording charges, incurred by the Partnership in connection with such assignment.

(c) For the purpose of allocation of profits, losses and credits, and for the purpose of distributing cash of the Partnership, a Substitute LP shall be treated as having become, and as appearing in the records of the Partnership as, a Partner upon its signing of an amendment to this Agreement agreeing to be bound hereby.

(d) The General Partner shall cooperate with the Person seeking to become a Substitute LP by preparing the documentation required by this Section and making all official filings and publications. The Partnership shall take all such action, including the filing, if required, of any amended Agreement and/or Certificate evidencing the admission of any Person as a Limited Partner, and the making of any other official filings and publications, as promptly as practicable after the satisfaction by the assignee of the Interest of a Limited Partner of the conditions contained in this Section 8.7 to the admission of such Person as a Limited Partner of the Partnership. Any cost or expense incurred in connection with such admission shall be borne by the Substitute LP.

Article 9
DISTRIBUTIONS

9.1 Distribution of Net Cash Flow.

(a) With the Consent of AHF, which shall not be unreasonably withheld, Net Cash Flow shall be applied and/or distributed on each Payment Date in the following priority:

(i) first, to AHF in an amount due to a Limited Recourse Liability;

(ii) then, to the payment of any outstanding Asset Management Fee, then to the payment of any outstanding Excess LP Loan Amount, then to the payment of any outstanding Excess GP Loan Amount and then to the payment of any remaining LP Loans and GP Loans pro rata based on their respective outstanding balances;
(iii) then, until the Deferred Development Fee has been paid in full, in the following percentages: (A) the DDF Percentage to the payment of the Deferred Development Fee; and (B) 100% minus the DDF Percentage to be distributed to the Partners, pro rata, in accordance with their Percentage Interests;

(iv) then, if there are any outstanding Operating Deficit Loans, until such Operating Deficit Loans have been paid in full, Net Cash Flow under this clause (iii) shall be paid and distributed in the following percentages: (A) the NCF Percentage to the payment of the outstanding Operating Deficit Loans; and (B) 100% minus the NCF Percentage to be distributed to the Partners, pro rata, in accordance with their Percentage Interests;

(v) then,

(A) if Lockhart GP's Capital Account is greater than zero, then until Lockhart GP's Capital Account equals zero and Lockhart GP has received distributions equal to the maximum amount that it would have received as Incentive Partnership Management Fee, Net Cash Flow under this clause (A) shall be distributed in the following percentages: (1) the NCF Percentage to Lockhart GP as a distribution; and (2) 100% minus the NCF Percentage to be distributed to the Partners, pro rata, in accordance with their Percentage Interests;

(B) if Lockhart GP's Capital Account is less than or equal to zero, then until Lockhart GP has received distributions under Section 9.1(a)(v)(A) and payments of the Incentive Partnership Management Fee under this clause (B) equal to the maximum amount pursuant to the Incentive Partnership Management Agreement for the preceding Fiscal Year, Net Cash Flow under this clause (B) shall be paid and distributed in the following percentages: (1) the NCF Percentage to Lockhart GP as payment of the Incentive Partnership Management Fee; and (2) 100% minus the NCF Percentage to be distributed to the Partners, pro rata, in accordance with their Percentage Interests; and

(vi) thereafter, to the Partners as a distribution, pro rata in accordance with their Percentage Interests.

(b) The Partnership shall not distribute Net Cash Flow prior to Stabilization.

(c) Any distribution made by Lockhart GP to Lockhart GP or its Affiliate in violation of this Section 9.1 shall be immediately returned to the Partnership with interest at a rate of 20%, compounded annually, from the date of the wrongful distribution to Lockhart GP or its Affiliate until returned to the Partnership.

9.2 Distribution of Proceeds from a Capital Transaction (Other Than in Connection with a Liquidation). With the Consent of AHF, which shall not be unreasonably withheld, the proceeds resulting from a Capital Transaction (other than a sale or other disposition of the property of the Partnership in connection with a liquidation and dissolution of the Partnership which is governed by Section 9.3 of this Agreement) shall be distributed and applied in the following order of priority:
(a) to the payment of all matured debts and liabilities of the Partnership (including any Project Loan) and all expenses of the Partnership incident to any such sale or refinancing), including any debt or other obligations owed to AHF, and its Affiliates, excluding only (i) debts and liabilities of the Partnership to the General Partner or its Affiliates, including GP Loans, and (ii) LP Loans;

(b) to the payment of LP Loans, GP Loans and any other debts and liabilities (including unpaid fees) owed to the Partners or their Affiliates by the Partnership for Partnership obligations (other than Operating Deficit Loans and otherwise limited to those debts that are expressly permitted under this Agreement); provided, however, that the foregoing debts and liabilities owed to Partners and their Affiliates shall be paid or repaid, as applicable, in the following order of priority, if and to the extent applicable: (i) to the payment of accrued but unpaid Asset Management Fee (including interest thereon), (ii) to the payment of any outstanding Excess LP Loan Amount until paid in full, then to the payment of any outstanding Excess GP Loan Amount until paid in full, and then to the payment of any remaining LP Loans and GP Loans pro rata based on their respective outstanding balances until paid in full; (iii) the unpaid Development Fee; and (iv) any other debt and liabilities owed by the Partnership to any Partners, including but not limited to payment of any Operating Deficit Loans;

(c) to the setting up of any reserves which the General Partner deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Partnership; and

(d) thereafter, to the Partners in the following percentages: (i) the NCF Percentage to Lockhart GP as a distribution; and (ii) 100% minus the NCF Percentage to AHF as a distribution.

9.3 Distribution Upon Liquidation. The net proceeds resulting from the liquidation of the Partnership shall be distributed and applied (with the Consent of AHF) in the following order of priority:

(a) to the payment of all debts and liabilities of the Partnership (including any Project Loan) and all expenses of the Partnership incident to any such dissolution and liquidation), including any debt owed to AHF or its Affiliates, excluding only (i) debts and liabilities of the Partnership to the General Partner or its Affiliates, including GP Loans, and (ii) LP Loans;

(b) to the payment of LP Loans, GP Loans and any debts and liabilities (including unpaid fees) owed to the Partners or their Affiliates by the Partnership for Partnership obligations (limited to those debts that are expressly permitted under this Agreement); provided, however, that the foregoing debts and liabilities owed to the Partners and their Affiliates shall be paid or repaid, as applicable, in the following order of priority, if and to the extent applicable: (i) to the payment of any outstanding Excess LP Loan Amount until paid in full, then to the payment of any outstanding Excess GP Loan Amount until paid in full, and then to any remaining LP Loans and GP Loans pro rata based on their respective outstanding balances until paid in full; (ii) amounts due under the Development Agreement; (iii) amounts due with respect to Operating Deficit Loans; and (iv) any other such debts and liabilities;
(c) to the setting up of any reserves which the Liquidator deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Partnership; and

(d) thereafter, to the Partners in accordance with the Partners' respective positive Capital Account balances as determined by taking into account all Capital Account adjustments required by Exhibit J and otherwise required by this Agreement.

9.4 Cost Savings. If Cost Savings exist, the Partnership shall make a distribution as required by Section 5.1(b)(v) of this Agreement.

9.5 Project Documents. Notwithstanding the foregoing, the General Partner shall not cause or permit the Partnership to fund a distribution or payment pursuant to this Article 9 if such distribution or payment would constitute a default under any Project Document.

Article 10
ALLOCATION PROVISIONS, CAPITAL ACCOUNTS

Exhibit J attached hereto provides for the maintenance of Capital Accounts and the allocation of profits and losses of the Partnership. Each and all of the provisions of Exhibit J and made a part hereof, are incorporated herein and shall constitute a part of this Agreement.

Article 11
DISSOLUTION AND LIQUIDATION

11.1 General. The Partnership shall be dissolved upon the earlier of the expiration of the term of the Partnership, or upon:

(a) the withdrawal, Bankruptcy, death, dissolution or adjudication of incompetency of the General Partner who is at that time the sole General Partner, subject to the provisions of Section 8.3 of this Agreement, unless AHF within 90 days after the occurrence of such event, elects a successor General Partner and elects to continue the business of the Partnership;

(b) the sale or other disposition of all or substantially all of the assets of the Partnership;

(c) the election by the General Partner, with the Consent of AHF; or

(d) any other event causing the dissolution of the Partnership under the Act and which under the terms of the Act cannot be waived in a written partnership agreement.

11.2 Winding Up of Partnership. Upon the dissolution of the Partnership pursuant to this Article 11, (i) a Certificate of Cancellation shall be filed in such offices within the State as may be required or appropriate, and (ii) the Partnership business shall be wound up and its assets liquidated as provided in this Article 11. The Liquidator shall file all certificates and notices of the dissolution of the Partnership required by law. The Liquidator shall proceed without any unnecessary delay to sell and otherwise liquidate the Partnership's property and assets; provided,
however, that if the Liquidator shall determine that an immediate sale of part or all of the Partnership property would cause undue loss to the Partners, then in order to avoid such loss, the Liquidator may, except to the extent provided by the Act, defer the liquidation as may be necessary to satisfy the debts and liabilities of the Partnership to Persons other than the Partners. The net proceeds resulting from such liquidation shall be distributed and applied pursuant to Section 9.3 of this Agreement. Upon the complete liquidation and distribution of the Partnership assets, the Partners shall cease to be Partners of the Partnership, and the Liquidator shall execute, acknowledge and cause to be filed all certificates and notices required by the law to terminate the Partnership.

11.3 Accountant's Statement. Upon the dissolution and liquidation of the Partnership pursuant to this Section, the Accountants shall promptly prepare, and the Liquidator shall furnish to each Partner, a statement setting forth the assets and liabilities of the Partnership upon its dissolution. Promptly following the complete liquidation and distribution of the Partnership property and assets, the Accountants shall prepare, and the Liquidator shall furnish to each Partner, a statement showing the manner in which the Partnership assets were liquidated and distributed.

Article 12
BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS

12.1 Books and Records. The books and records of the Partnership shall be maintained on an accrual basis in accordance with sound federal income tax accounting principles. These and all other records of the Partnership, including information relating to the status of the Apartment Complex and information with respect to the sale by the General Partner or any Affiliate of goods or services to the Partnership, shall be kept at the principal office of the Partnership and shall be available for examination there by any Partner, or its duly authorized representative, at any and all reasonable times and upon reasonable prior notice to the General Partner. AHF shall have the right, at any and all reasonable times, to review and copy, at AHF's expense, the books, records and accounts (including bank account records and ledgers) of the Partnership, the General Partner, the Developer or any Affiliate of the General Partner providing materials and or services to the Partnership. Any such review shall be conducted during normal business hours at the General Partner's principal place of business by the Person chosen by AHF, in its sole and absolute discretion. If the Person chosen by AHF determines there are material misstatements in the applicable books and records, the party whose books and records are inaccurate shall (a) correct such misstatements at such party's expense (from non-Partnership funds) and (b) immediately return all unauthorized distributions, overcharges and payments to the Partnership. Such return of funds shall not be treated as either a loan or a Capital Contribution to the Partnership. The General Partner shall cooperate with AHF reasonably and in good faith to implement the terms of this Section 12.1. Any Partner, or its duly authorized representative, upon paying the costs of collection, duplication and mailing, shall be entitled to a copy of the list of names and addresses of all Partners and a copy of all Partnership and General Partner records.

12.2 Bank Accounts. All funds of the Partnership not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the General Partner shall determine, and withdrawals shall be made only in the regular course of Partnership business.
only and for the benefit of the Partnership on such signature or signatures as the General Partner may, from time to time, determine. No funds of the Partnership shall be deposited in any financial institution in which any Partner is an officer, director or holder of any proprietary interest.

12.3 Tax Returns.

(a) The General Partner shall select a firm of certified public accountants to prepare the Partnership income tax returns. The General Partner may select any of the following as the Accountants for the Partnership: RubinBrown, Novogradac & Company or CohnReznick LLP. The General Partner shall direct the Accountants to prepare tax returns and maintain capital accounts on the tax basis of accounting method. If the reporting requirements set forth in Section 12.5 of this Agreement are not met, AHF, in its reasonable discretion, may direct the General Partner to dismiss the Accountants, and to designate successor Accountants, subject to the Consent of AHF; provided, however, that if the General Partner and AHF cannot agree on the designation of successor Accountants, the successor Accountants shall be designated by AHF in its reasonable discretion, and the fees of such successor Accountants shall be paid by the Partnership.

(b) With respect to each Fiscal Year during the Partnership's operations, at such time as the Accountants have prepared the proposed tax return for such year, the Accountants shall provide copies of such proposed tax return to AHF for its review and comment. Any changes in such proposed tax return recommended by AHF's accountants shall be made by the Accountants prior to the completion of such tax return for execution by the General Partner. The Partnership shall reimburse AHF for its expenses incurred in causing the Partnership's proposed tax return to be reviewed by AHF's accountants.

12.4 Compliance Consultant. The General Partner shall select a compliance consultant for the Partnership during the Compliance Period. The General Partner may select A.J. Johnson Consulting Services, Inc. as the compliance consultant for the Partnership or such other compliance consultant Consented to by AHF.

12.5 Reports to Partners.

(a) Not less than 75 days prior to the commencement of each Fiscal Year, the General Partner shall submit to AHF for its review and Consent (which Consent shall not be unreasonably withheld), proposed operating and capital budgets for the Apartment Complex and the Partnership for the next Fiscal Year. Such budgets shall specifically list all budgeted expenses in all major categories including, but not limited to, administration, operation, repairs and maintenance, utilities, taxes, insurance, interest, debt service with respect to the Project Loan, capital improvements, and all budgeted expenses which are to be paid to the General Partner or its Affiliates. AHF shall submit its response to such proposed budgets to the General Partner within 45 days after its receipt of such proposed budgets; such response shall either evidence its approval of the proposed budgets or shall contain specific comments and recommendations with respect thereto. If no such response is submitted to the General Partner within such period, AHF will be deemed not to have approved such budget, and the approved budget for the current Fiscal Year shall carry-over and apply to the next Fiscal Year.
(b) The General Partner shall cause to be prepared and distributed to all Persons who were Partners at any time during a Fiscal Year:

(i) within 60 days after the close of each Fiscal Year, (A) draft audited financial statements prepared by the Accountants in accordance with generally accepted accounting principles, and such financial information with respect to each Fiscal Year as shall be reportable for federal and state income tax purposes (including without limitation, the federal and state tax returns for the Partnership and K-1s for each Partner) shall be provided to AHF for its review and comment and (B) within 15 days after receipt of AHF's final audit comments to the draft audited financial statements, final audited financial statements. The General Partner shall cause the Accountants to prepare a cost segregation study in connection with the first audit prepared for the Partnership, if requested by AHF.

(ii) within 35 days after the end of each month, a report of operations for such month containing:

(A) a balance sheet, which may be unaudited;

(B) a statement of income and expense and a cash flow statement for the month and the period then ended, which may be unaudited;

(C) a rent roll certified by the Property Manager and the General Partner;

(D) until the occurrence of Stabilization, an update of the Development Budget based on actual costs and cash flow, showing all variances of actual costs and cash flow from the original Development Budget; and

(E) other pertinent information regarding the Partnership and its activities during the period covered by the report.

(c) Within 75 days after the end of each Fiscal Year, the General Partner shall provide to AHF:

(i) a certification by the General Partner that (A) all Project Loan payments and taxes and insurance payments with respect to the Apartment Complex are current as of the date of the year-end report, (B) there is no material default under the Project Documents or this Agreement, or if there is any material default, a description thereof, and (C) it has not received notice of any building, health or fire code violation or similar violation of a governmental law, ordinance or regulation against the Apartment Complex or, if any such notice of any violation has been received, a description thereof;

(ii) the information specified in Section 12.5(d) of this Agreement;

(iii) a descriptive statement of all transactions during the Fiscal Year between the Partnership and the General Partner and/or any Affiliate, including the nature of the transaction and the payments involved (including accrued cash or other payments);
(iv) a Net Cash Flow statement; and

(v) a copy of the annual report to be filed with the Agency concerning the status of the Apartment Complex as low-income housing.

(d) Upon the written request of any Limited Partner for further information with respect to any matter covered in items (a), (b) or (c) above, the General Partner shall furnish such information within 30 days of receipt of such request.

(e) The General Partner, on behalf of the Partnership, shall send to AHF, on or before July 31 in each year, a report which shall state for the six-month period ended June 30 of such year:

(i) the occupancy level of the Apartment Complex, certified by the Property Manager and the General Partner;

(ii) if there are any Operating Deficits or anticipated Operating Deficits, the manner in which such Operating Deficits will be funded; and

(iii) such other matters as shall be material to the operation of the Partnership, including, without limitation, any building, health or fire code violation or similar violation of a governmental law, ordinance or regulation by the Apartment Complex of which the General Partner is aware.

(f) Prior to November 15 of each year, the General Partner, on behalf of the Partnership, shall send to AHF an estimate of such Partner's share of the Tax Credits, profits and losses of the Partnership for federal income tax purposes for the current Fiscal Year.

(g) Within 15 days after one of the following events occurs, the General Partner shall send AHF a detailed report thereof:

(i) there is a default by the Partnership under the Project Documents or in payment of any mortgage, taxes, interest or other obligation on secured or unsecured debt;

(ii) any reserve has been reduced or terminated by application of funds therein for purposes different from those for which such reserve was established; or

(iii) the General Partner has received any notice of a material fact which may substantially affect further distributions, or may adversely affect the Partnership, the Apartment Complex or the Partners.

(h) The General Partner, on behalf of the Partnership, shall send to AHF, a copy of all applicable periodic reports covering the status of the Apartment Complex as may be required by the Agency, HUD or the First Priority Lender, within 10 days of submission of such reports to the Agency, HUD and/or the First Priority Lender.

(i) If the reports or information provided for in Sections 12.5(a), (b), (c) and/or (f) of this Agreement are, at any time, not provided within the time frames set forth

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therein, the General Partner shall be obligated to pay to AHF the sum of $250.00 per day, as liquidated damages, for each day from the date that is 10 days after AHF's Notice to the General Partner that such reports have not been timely received pursuant to the provisions of the aforesaid Sections until the date upon which such reports or information is (are) provided; however, that any delays beyond the aforesaid dates in the provision of the applicable reports or information due to factors beyond the control of the General Partner and the Accountants may be a cause for waiver of the aforesaid liquidated damages, but only if the delayed reports or information were supplied by the applicable aforesaid date in a draft or estimated form.

(ii) If the reporting requirements set forth in any of the above provisions of this Section 12.5 are not met, AHF, in its reasonable discretion, may direct the General Partner to dismiss the Accountants, and to designate successor Accountants, subject to the Consent of AHF; provided, however, that if the General Partner and AHF cannot agree on the designation of successor Accountants, the successor Accountants shall be designated by AHF in its sole reasonable discretion, and the fees of such successor Accountants shall be paid by the Partnership.

12.6 Asset Management Fee. Commencing on the first year that rental revenue is received, the Partnership shall pay, as an operational expense of the Partnership, an annual fee of $5,000.00, increasing by 3% per year (the "Asset Management Fee") to AHF (or to such other entity as AHF shall designate), for an annual review of the operations of the Partnership and the Apartment Complex. The Partnership shall pay the Asset Management Fee (a) from Net Cash Flow on each Payment Date for the Fiscal Year preceding such Payment Date, (b) from the proceeds of a Capital Transaction at the time of the Capital Transaction, and (c) from the net proceeds resulting from the liquidation of the Partnership on the date of liquidation. If on any Payment Date the Partnership lacks sufficient Net Cash Flow to pay all of the accrued but unpaid Asset Management Fee pursuant to this Section 12.6, then that portion of the accrued Asset Management Fee which the Partnership has insufficient funds to pay shall be deferred until the next Payment Date or other date on which payment of the Asset Management Fee is due. Interest shall accrue on any portion of the Asset Management Fee on which payment has been deferred at an annual rate of 12%, compounded annually. With respect to any Fiscal Year which is less than a full Fiscal Year or during which the Asset Management Fee does not accrue for the entire Fiscal Year, the amount of the Asset Management Fee shall be prorated.

12.7 Section 754 Elections. In the event of a transfer of all or any part of the Interest of a General Partner or of a Limited Partner, the Partnership shall elect, pursuant to Sections 743 and 754 of the Code (or any corresponding provision of succeeding law), to adjust the basis of the Partnership property if, in the opinion of AHF such election would be most advantageous to AHF. Each Partner agrees to furnish the Partnership with all information necessary to give effect to such election.

12.8 Fiscal Year and Accounting Method. The Fiscal Year of the Partnership shall be determined pursuant to Section 706(b) of the Code. Accordingly, the Fiscal Year of the Partnership shall initially be the fiscal year of AHF, which ends at December 31. All Partnership accounts shall be determined on the accrual basis.
Article 13
AMENDMENTS

This Agreement may be amended only by a written amendment executed by all of the Partners; provided, however, that execution of an amendment by Lockhart GP is not required after the date of Conversion except to the extent required under Section 8.4(c) of this Agreement. The General Partner agrees not to unreasonably withhold, condition or delay execution of amendments proposed by AHF.

Article 14
CONSENTS, VOTING AND MEETINGS

14.1 Submissions to Limited Partner. The General Partner shall give the Limited Partner Notice of any proposal or other matter required by any provision of this Agreement or by law to be submitted for consideration and approval of the Limited Partner. Such Notice shall include any information required by the relevant provision or by law.

14.2 Meetings; Submission of Matter for Voting. A majority in Interest of the Partners shall have the authority to convene meetings of the Partnership and to submit matters to a vote of the Partners.

Article 15
HUD PROVISIONS

15.1 Provisions Relating to HUD-Insured First Priority Loan.

(a) So long as the Secretary of the Department of Housing and Urban Development ("Secretary") or the Secretary's successors or assigns is the insurer or holder of the First Priority Loan on the Project (project number 115-35838):

(b) If any of the provisions of this Agreement conflict with the terms of the HUD-insured Note, Security Instrument, or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.

(c) So long as HUD is the insurer or holder of the HUD Note, no provision required by HUD to be inserted into this Agreement may be amended without HUD's prior written approval. Additionally, if there is a conflict between any HUD-required provisions inserted into this Agreement and any other provision of this Agreement, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the provisions in the Certificate and any HUD-required provision of this Agreement, the HUD-required provisions will govern.

(d) Unless otherwise approved in writing by HUD, the Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of FHA Project No. 115-35838 (the "Project") located in Lockhart, Texas, and activities incidental thereto. The Partnership shall not engage in any other business or activity. The Project shall be the sole asset of the Partnership, which shall not own any other real estate other than the aforesaid Project.
(e) None of the following will have any force or effect without the prior written consent of HUD:

(i) Any amendment that modifies the term of the Partnership's existence;

(ii) Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 C.F.R. §200.210, et seq.);

(iii) Any amendment that in any way affects the HUD Loan Documents;

(iv) Any amendment that would authorize any Partner, other than the one previously authorized by HUD, to bind the Partnership for all matters concerning the Project which require HUD's consent or approval;

(v) A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1; or

(vi) Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).

(f) The Partnership is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

(g) Any incoming Partner of the Partnership must as a condition of receiving an interest in the Partnership agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other Partners.

(h) Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Apartment Complex, shall pass to any person or entity that is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

(i) The key principals of the Partnership identified in the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.

(j) The Partnership shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

(k) The Partnership has designated Jeff Markey as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Partnership in all such matters. The Partnership may from time to time appoint a new representative to perform this function, but within three business days of
doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.

(l) Notwithstanding any provision in this Agreement to the contrary, for so long as the Project is subject to a loan insured or held by HUD, any obligation of the Partnership to provide indemnification under this Agreement shall be limited to (A) amounts mandated by State law, if any, (B) coverage afforded under any liability insurance carried by the Partnership, and (C) available "surplus cash" of the Partnership as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for payment, the Partnership shall not pay funds to any Partner or pay the deductible on an indemnification policy for any Partner.

(m) Notwithstanding anything herein to the contrary, no changes to this Agreement that would affect the obligations of AHF shall be made without the consent of the First Priority Lender and HUD.

(n) Notwithstanding anything herein to the contrary, for so long as HUD is the holder or insurer of the HUD-insured Note, the payment of which is secured by the Project, payment of the Deferred Development Fee will be made solely from Surplus Cash, as defined in the HUD Regulatory Agreement.

15.2 Termination. This Section 15 shall automatically terminate without further amendment to this Agreement at such time as the First Priority Loan for the Apartment Complex is no longer held or insured by HUD.

Article 16
GENERAL PROVISIONS

16.1 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State, exclusive of its conflict of laws principles.

16.2 Successors and Assigns. Subject to provisions of this Agreement concerning transfer of Partnership Interests, the rights and obligations of the Partners under this Agreement shall inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

16.3 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT HEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION
IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY; AND EACH PARTY TO THIS AGREEMENT AGREES THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

16.4 Remedies. If a Partner breaches any of its representations, warranties, covenants or other obligations under or in connection with this Agreement, the other Partners may pursue any available legal or equitable remedy under this Agreement or under applicable law without the necessity of dissolving and/or liquidating the Partnership.

16.5 Counterparts and Duplicates. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Duplicates of this Agreement containing all counterpart signatures, whether produced from an electronically stored copy, digital, facsimile, photocopy, or other means, shall be treated as though the duplicate is an original copy of the Agreement and shall be deemed as evidence of the terms of this Agreement.

16.6 Separability of Provisions. Each provision of this Agreement shall be considered separable, and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

16.7 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

16.8 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this Agreement or any part hereof.

16.9 Entire Agreement. This Agreement and the Exhibits attached hereto set forth all (and is intended by all parties to be an integration of all) of the representations, promises, agreements and understandings among the parties hereto with respect to the subject matter hereof, and there are no representations, promises, agreements or understandings, oral or written, express or implied, among them with respect to such subject matter other than as set forth or incorporated herein. Without limiting the generality of the foregoing, this Agreement supersedes
and replaces in its entirety any acquisition agreement, letter of intent, nondisclosure agreement or other document relating to the subject matter hereof.

16.10 Liability of AHF. Under no circumstances shall the liability of AHF for any default under this Agreement be in excess of the amount of Capital Contribution payable by AHF to the Partnership under the terms of this Agreement, at the time of such default.

16.11 Notices. Any Notice required by the provisions of this Agreement to be given to one or more Partners shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with Overnight Delivery, defined below, or by depositing same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

To AHF: AHP Housing Fund 206, LLC
10250 Constellation Boulevard, Suite 1270
Los Angeles, California 90067
Attention: Michael L. Fowler

With a copy to: Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202-5596
Attention: Ellen K. O'Brien

To Lockhart GP: Bouldin 2018 Lockhart GP LLC
3801 N. Capital of TX Hwy, Suite E-204 #435
Austin, Texas 78746
Attention: Jeff Markey

With a copy to: Locke Lord LLP
600 Congress Avenue, Suite 2200
Austin, Texas 78701
Attention: Christine R. Richardson

All Notices shall be effective upon personal delivery or upon being deposited with a nationally recognized overnight delivery service such as Federal Express for next business day delivery ("Overnight Delivery") or in the United States mail. However, with respect to Notices so deposited in Overnight Delivery or in the United States mail, the time period in which a response to any such Notice must be given shall commence to run from the next Business Day following any such deposit in Overnight Delivery or on the date on the return receipt of the Notice reflecting the date of delivery or rejection of the same by the addressee thereof with respect to deposit in the United States mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of such rejected, refused or undelivered Notice. By giving to the other party hereto at least five Business Days’ written Notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.
16.12 **Legal Fees.** In the event of any dispute pertaining to, or litigation or arbitration arising from the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to an award of its attorney's fees, court costs and any other fees, costs and expenses incurred in connection with such dispute, including those incurred in connection with all appellate levels, bankruptcy, mediation or otherwise to maintain such action, from the losing party.

16.13 **Business Days.** Notwithstanding anything to the contrary contained in this Agreement, if any document, certificate, schedule or other material to be provided or condition to be satisfied pursuant to this Agreement is due on a day that is not a Business Day, then such document, certificate, schedule or other material or condition to be satisfied shall be due on the next Business Day.

16.14 **Not For Benefit of Creditors.** The provisions of this Agreement are intended solely for the regulation of the relations among the Partners and the Partnership. This Agreement is not intended to benefit a creditor that is not a Partner and does not grant any rights to or confer any benefits on a creditor that is not a Partner or any other Person that is not a Partner.

16.15 **No Continuing Waiver.** No waiver by a party hereto of any breach of this Agreement or any full or partial condition for performance hereunder shall be effective unless in a writing executed by such party. No waiver shall operate as or be construed to be a waiver of any subsequent breach or condition.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have affixed their signatures and seals to this Amended and Restated Agreement of Limited Partnership of BC 2018 Lockhart, LP as of the date first written above.

LOCKHART GP:

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ____________________________
    Jeff Markey, Manager

AHF:

AHP HOUSING FUND 206, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By: ____________________________
    Michael L. Fowler, President

WITHDRAWING LP:

BOULDIN COMMUNITIES, LLC, a Texas limited liability company

By: ____________________________
    Jeff Markey, Manager
IN WITNESS WHEREOF, the parties have affixed their signatures and seals to this Amended and Restated Agreement of Limited Partnership of BC 2018 Lockhart, LP as of the date first written above.

LOCKHART GP:

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ______________________

Jeff Markey, Manager

AHF:

AHP HOUSING FUND 206, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By: ______________________

Michael L. Fowler, President

WITHDRAWING LP:

BOULDIN COMMUNITIES, LLC, a Texas limited liability company

By: ______________________

Jeff Markey, Manager
AS A CONSENTING PARTY WITH RESPECT TO THE PROVISIONS OF SECTIONS 6.12 AND 6.13:

BOULDIN COMMUNITIES, LLC, a Texas limited liability company

By: [Signature]

Jeff Markey, Manager
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Exhibit A

Incentive Partnership Management Agreement
INCENTIVE PARTNERSHIP MANAGEMENT AGREEMENT

THIS INCENTIVE PARTNERSHIP MANAGEMENT AGREEMENT (this "Agreement") is entered into as of October 31 2018, by and between BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), and BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company (the "Lockhart GP").

A. Lockhart GP is the sole General Partner, and AHP Housing Fund 206, LLC, a Delaware limited liability company ("AHE"), is the sole Limited Partner of the Partnership.

B. The Partnership is governed by its Amended and Restated Agreement of Limited Partnership of even date herewith (the "Partnership Agreement"). Capitalized terms used herein without definition shall have the definitions given them in the Partnership Agreement.

C. The Partnership has been formed to develop, construct, own, maintain and operate a 48-unit multifamily apartment complex intended for rental to residents of low and moderate income, to be known as Lockhart Springs, and to be located in Lockhart, Texas (the "Apartment Complex").

D. The Partnership desires that Lockhart GP provide certain management services with respect to the business of the Partnership for the term of this Agreement.

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

1. Appointment. The Partnership hereby appoints Lockhart GP to render services in managing and administering the Partnership during the term of the Partnership as herein contemplated.

2. Authority. In conformity with the provisions of the Partnership Agreement and subject to the consent rights of AHP as set forth in the Partnership Agreement, throughout the term of the Partnership, Lockhart GP shall have the authority and the obligation, which authority and obligation may, subject to the provisions of the Partnership Agreement, be exercised by Lockhart GP to:

   (a) administer, manage and direct the business of the Partnership, and take such further action as it may deem necessary or desirable to further the interest of the Partnership in accordance with the provisions of the Partnership Agreement;

   (b) monitor the day-to-day operations of the Apartment Complex and make recommendations with respect thereto;

   (c) investigate and make recommendations with respect to the selection and conduct of relations with consultants and technical advisors (including, without limitation, accountants and other similar advisors, attorneys, corporate fiduciaries, escrow agents, depositories, custodians, agents for collection, insurers, insurance agents and banks) and persons acting in any other capacity in connection with the Partnership;
(d) maintain appropriate books and records of the Partnership as required by the Partnership Agreement;

(e) be responsible for the safekeeping and use of all funds and assets of the Partnership, including the maintenance of bank accounts in accordance with the Partnership Agreement; and

(f) provide reports to Partners required pursuant to the Partnership Agreement.

3. Fees. For services to be performed under this Agreement, the Partnership shall pay Lockhart GP, solely from Net Cash Flow as provided in Section 9.1(a)(v) of the Partnership Agreement an incentive partnership management fee (the "Incentive Partnership Management Fee"). In no event shall the Incentive Partnership Management Fee for any Fiscal Year exceed $150,000.00 per annum and the Incentive Partnership Management Fee shall not be cumulative.

4. Withholding of Payments. The Partnership shall be entitled to withhold payments hereunder pursuant to Section 6.12 of the Partnership Agreement.

5. Term. This Agreement shall commence on the date hereof and shall terminate on the first to occur of the following (a) the date of Conversion (other than a Conversion based solely on a Dilution Conversion Event), (b) the date of removal of Lockhart GP as a Partner, or (c) the date of withdrawal of Lockhart GP as a Partner.

6. Assignment; Successors and Assigns. Neither party shall assign its rights or delegate its obligations without the Consent of the other party, which Consent may be withheld in its sole and absolute discretion. In the event of an assignment permitted hereunder, this Agreement shall be binding on the parties hereto and their successors and assigns.

7. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

8. Counterparts and Duplicates. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Duplicates of this Agreement containing all counterpart signatures, whether produced from an electronically stored copy, digital, facsimile, photocopy, or other means, shall be treated as though the duplicate is an original copy of the Agreement and shall be deemed as evidence of the terms of this Agreement.

9. No Continuing Waiver. No waiver by a party hereto of any breach of this Agreement shall be effective unless in a writing executed by such party. No waiver shall operate or be construed to be a waiver of any subsequent breach.
10. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of its conflict of laws principles.

11. **Third Party Beneficiary.** AHF is a third party beneficiary of this Agreement, and the Partnership and Lockhart GP hereby expressly agree that any amendment to this Agreement shall not be effective unless and until same is Consented to by AHF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have caused this Incentive Partnership Management Agreement to be duly executed as of the date as first written above.

PARTNERSHIP:

BC 2018 LOCKHART, LP, a Texas limited partnership

By: BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: [Signature] Jeff Markey, Manager

LOCKHART GP:

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: [Signature] Jeff Markey, Manager
Exhibit B

Development Agreement
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of October 31, 2018, among BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership") and BOULDIN COMMUNITIES, LLC, a Texas limited liability company ("Developer").

A. The Partnership is governed by its Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 (the "Partnership Agreement"). Capitalized terms used herein without definition shall have the definitions given them in the Partnership Agreement.

B. The Partnership has been formed to develop, construct, own, maintain and operate a 48-unit multifamily apartment complex intended for rental to residents of low and moderate income, to be known as Lockhart Springs, and to be located in Lockhart, Texas (the "Apartment Complex").

C. Bouldin 2018 Lockhart GP LLC, a Texas limited liability company, and AHP Housing Fund 206, LLC, a Delaware limited liability company ("AHF"), are the sole Partners in the Partnership.

D. The Partnership desires to appoint the Developer to provide certain services for the Partnership with respect to overseeing the development of the Apartment Complex until all development work is completed.

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

1. Appointment. The Partnership hereby appoints the Developer to render services for the Partnership, and confirms and ratifies the appointment of the Developer with respect to services rendered for the Partnership to date, in supervising and overseeing the development of the Apartment Complex as herein contemplated.

2. Authority. In conformity with the provisions of the Partnership Agreement, the Developer shall have, and has had, the authority and the obligation to:

   (a) coordinate the preparation of the plans and specifications (the "Plans and Specs") by the architect ("Architect") selected by the Partnership and recommend alternative solutions whenever in Developer's judgment design details affect construction feasibility or schedules;

   (b) cause the Plans and Specs to be in compliance with all applicable codes, laws, ordinances, rules and regulations;

   (c) oversee the negotiation of all necessary contracts and subcontracts (other than the Construction Contract) for the construction of the Apartment Complex;
(d) cause the products and materials necessary to equip the Apartment Complex to be chosen in a manner which satisfies all requirements of the First Priority Loan and the Plans and Specs;

(e) monitor disbursement and payment of amounts owed Architects and the subcontractors;

(f) cause the Apartment Complex to be constructed free and clear of all mechanics’ and materialmen's liens;

(g) inspect the construction of the Apartment Complex and advise the Partnership of items Developer finds to be deficient;

(h) cooperate with the Partnership in securing all building code approvals and obtain certificates of occupancy for all of the residential units of the Apartment Complex;

(i) cause the Apartment Complex to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:

   (i) the Plans and Specs as they may be amended by the agreement of the parties hereto and with the consent of the mortgagee under the First Priority Loan; and

   (ii) any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Apartment Complex;

(j) cause to be performed in a diligent and efficient manner the following:

   (i) construction of the Apartment Complex pursuant to the Plans and Specs, including any required off-site work; and

   (ii) general administration and supervision of construction of the Apartment Complex, including but not limited to activities of subcontractors and their employees and agents, and others employed as to the Apartment Complex in a manner which complies in all respects with the First Priority Loan and the Plans and Specs;

(k) keep, or cause to be kept, accounts and cost records as to the construction of the Apartment Complex;

(l) maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions;

(m) make available to the Partnership, during normal business hours and upon the Partnership's written request, copies of all material contracts and subcontracts held by Developer;

(n) cause an ALTA "as-built" survey of the real property and "as-built" drawings of the Apartment Complex construction to be delivered to the Partnership;
(o) provide and periodically update an Apartment Complex construction time schedule which coordinates and integrates Architect's services with construction schedules;

(p) investigate and recommend a schedule for purchase by the Partnership of all materials and equipment requiring long lead time procurement, coordinate the schedule with Architect and expedite and coordinate delivery of such purchases;

(q) prepare pre-qualification criteria for bidders interested in construction of the Apartment Complex and coordinate bidding with the contractor;

(r) coordinate with the contractor to receive bids, prepare bid analyses and make recommendations to the Partnership for award of contracts or rejection of bids;

(s) coordinate the work of Architect to complete the Apartment Complex in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Apartment Complex with authority to achieve such objectives;

(t) provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples;

(u) provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Partnership adjustments in the schedule to meet the probable completion date, provide summary reports of such monitoring, and document all changes in the schedule;

(v) recommend courses of action to the Partnership when requirements of subcontracts are not being fulfilled;

(w) revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed;

(x) provide regular monitoring of the approved estimate of construction cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Partnership whenever projected Costs exceed budgets or estimates;

(y) develop and implement a system for review and processing of change orders as to construction of the Apartment Complex;

(z) review requests for disbursements of proceeds of loans to the Partnership for the construction of the Apartment Complex;

(aa) in collaboration with Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples; and
(bb) record the progress of the Apartment Complex and submit written progress reports to the Partnership and Architect, including the percentage of completion and the number and amounts of change orders.

Notwithstanding the foregoing, the Developer shall not provide any services which are the sole responsibility of the General Partner, including, but not limited to, the following: (i) organization of the Partnership and negotiation of any sale of a Partnership Interest; (ii) obtaining permanent financing for the Apartment Complex; and (iii) the acquisition and preparation of the Land prior to commencing construction of the Apartment Complex.

3. Development Fee.

(a) For services performed and to be performed under Sections 1 and 2 of this Agreement, the Partnership shall pay the Developer a Development Fee in the aggregate amount of $1,174,047.00 as its sole compensation for the performance of its services under and in connection with this Agreement. Subject to the terms of the Partnership Agreement, the Partnership shall pay the Development Fee as follows: (i) $816,836.00 of the Development Fee shall be paid solely from the Net Cash Flow of the Partnership available pursuant to Section 9.1(a)(iii) of the Partnership Agreement, from proceeds of a Capital Transaction or from a sale or refinancing pursuant to Section 9.2(b) of the Partnership Agreement, from Cost Savings in accordance with Section 5.1(b)(v) of the Partnership Agreement, and from proceeds of the dissolution and liquidation of the Partnership pursuant to Section 9.3(b) of the Partnership Agreement (the "Deferred Development Fee"); (ii) $50,000.00 of the Development Fee shall be paid at the time of Initial Closing; (iii) $50,000.00 of the Development Fee shall be paid at the time AHF makes the Second Capital Contribution; (iv) $207,211.00 of the Development Fee shall be paid at the time AHF makes the Third Capital Contribution; and (v) $50,000.00 of the Development Fee shall be paid at the time AHF makes the Fourth Capital Contribution. The Development Fee shall be the only amount payable to Developer for services performed pursuant to this Agreement. Developer shall not be entitled to any reimbursement for costs and expenses, including without limitation salaries, compensation and fringe benefits of employees of Developer or for Developer's overhead.

(b) Notwithstanding the foregoing, if, at any time prior to the payment of the Development Fee in full, including the Deferred Development Fee, there are Excess Development Costs required to be paid by Lockhart GP pursuant to Section 6.9(a)(iii) of the Partnership Agreement, the Developer and the Partnership agree that Lockhart GP shall have the right to elect to fund such Excess Development Costs (as provided in Section 6.9(a)(iii)) by causing the Partnership and the Developer to change some or all of the cash portion of the Development Fee that would otherwise be paid in accordance with Sections 3(a)(ii), (iii), (iv) and (v) (but in no event to exceed the lesser of the unpaid cash portion of the Development Fee or the amount of Excess Development Costs) into Deferred Development Fee (a "DDF Election"). Any Deferred Development Fee resulting from a DDF Election shall be paid in accordance with Section 3(a)(i) hereof. In no event shall the total amount of the Development Fee be increased as a result of such DDF Election.

(c) The Deferred Development Fee shall not bear interest. Notwithstanding the foregoing, any outstanding balance shall be payable by the earlier of (i) December 31, 2032;
(ii) the date of liquidation of the Partnership; (iii) the date of Conversion (other than a Conversion based solely on a Dilution Conversion Event); or (iv) the date of removal of Lockhart GP from the Partnership.

(d) Notwithstanding the timing of the payment of the Capital Contributions of AHF, in any event the Partnership shall pay the entire earned and accrued amount of the Development Fee (other than the Deferred Development Fee) within six (6) years from the date of this Agreement.

(e) For those services performed on or before December 31, 2018, as set forth in Section 2 hereof, 20% of the Development Fee shall be deemed earned as of such date. The Developer and the Partnership shall execute and deliver the Affidavit of Services Rendered in the form attached hereto as Exhibit A and the Affirmation of Receipt of Services in the form attached hereto as Exhibit B concurrently with the execution and delivery of this Agreement.

4. **Developer Guaranty of Costs of Construction.** The Developer warrants that the aggregate costs to the Partnership for the items includable in Eligible Basis as identified on the Development Budget shall not exceed the aggregate amounts for such items reflected on the Development Budget (the "Developer Cost Guaranty"). If the aggregate costs to the Partnership for the items includable in Eligible Basis exceed the aggregate amount for such items reflected in the Development Budget, the Developer shall pay such excess when and as incurred. Any amounts paid by the Developer pursuant to this Section 4 shall not be repaid by the Partnership.

5. **Withholding of Fee Payments.** If (a) the Developer shall not have substantially complied with any of the provisions of this Agreement, (b) Lockhart GP shall not have substantially complied with any of the provisions under the Partnership Agreement, after the expiration of any applicable cure period, (b) a Project Lender has declared the Partnership to be in default under the related Project Loan, or (c) foreclosure proceedings have been commenced against the Apartment Complex, then the Developer shall be in default of this Agreement, and the Partnership shall withhold payment of any installment of the fee payable to the Developer pursuant to Section 3 of this Agreement. All amounts so withheld by the Partnership under this Section 5 shall be promptly released to the Developer only after the Developer has cured such default, as demonstrated by evidence reasonably acceptable to AHF. In addition, the Partnership shall be entitled to withhold payments hereunder pursuant to Section 6.12 of the Partnership Agreement.

6. **Assignment of Fees.** The Developer shall not assign, pledge or otherwise encumber, for security or otherwise, the Development Fee set forth above to be made by the Partnership, or any portion(s) thereof or any right(s) of the Developer thereto, without the Consent of AHF, except as contemplated in Section 6.13 of the Partnership Agreement and by the Developer Pledge. It is acknowledged that the Developer will enter into one or more developer fee sharing agreements (the "Developer Subcontracts") with Arx Housing Initiatives, LLC, a Texas limited liability company and F&H Construction Company, LLC, a Texas limited liability company.
7. **Construction Warranty.**

(a) The Developer hereby warrants to the Partnership and to AHF that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from defects, and that the work will conform with the requirements of the Plans and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If requested by AHF, or the Project Lender, the Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment used in the construction of the Apartment Complex.

(b) If, within one (1) year after Completion, any of the structural or non-structural work performed to construct the Apartment Complex is found to be materially defective or not in accordance in all material respects with the Plans and Specifications and with all applicable building codes, laws, rules and regulations, the Developer shall correct or cause the Contractor to correct such defect(s) promptly after receipt of written notice from the Partnership, or AHF to do so. With respect to portions of the work first performed after Completion, such one (1) year period shall be extended by the period of time between the date of Completion and the actual performance of the work. The obligation under this Section shall survive acceptance of the work performed to construct the Apartment Complex. The Partnership or AHF shall give such notice promptly after discovery of the condition. If a material defect is discovered more than one (1) year after the date of Completion, as such period may be extended under this Section, and such defect was known to the Developer or an Affiliate of the Developer and was not disclosed to the Partnership and AHF or was intentionally concealed by the Developer or such Affiliate, then the Developer shall promptly take such action as may be necessary, at the Developer's sole expense, to correct such defective work to the satisfaction of AHF. The Partnership, or AHF, as applicable, shall report to the Developer any defective condition discovered more than one (1) year after the date of Completion, as such period may be extended under this Section.

8. **Successors and Assigns.** This Agreement shall be binding on the parties hereto, their heirs, successors and assigns. However, except for the current Developer Subcontracts contemplated in Section 6 of this Agreement, this Agreement may not be assigned by any party hereto without the Consent of AHF, nor may it be terminated without the Consent of AHF.

9. **Termination.** Unless the Partnership and AHF otherwise elect in writing, this Agreement shall terminate effective on the first to occur of the following: (a) the date of Conversion (other than a Conversion based solely on a Dilution Conversion Event), (b) the date of removal of Lockhart GP as a Partner, or (c) the date of withdrawal of Lockhart GP as a Partner (an "Early Termination"). If an Early Termination occurs prior to the date on which all of the Apartment Complex has been placed-in-service, then Developer shall not be entitled to any payments of the Development Fee and the Developer shall forfeit as additional damages any Development Fee which has been earned but not paid as of the date of such Early Termination. If an Early Termination occurs on or after the date on which all of the Apartment Complex has been placed-in-service, the Developer shall be entitled to receive payments of the Development Fee when and as specified under this Agreement; provided, however, that the Partnership and AHF shall be entitled to exercise any remedies available to them at law or in equity, including any remedies in connection with any lien, pledge or right of offset available to them with respect
to the repayment of Development Fees. If an Early Termination occurs, the Developer shall remain liable for all damages, liabilities and claims ("Claims") arising under or in connection with this Agreement which are based on acts or omissions prior to the date of such termination, including Claims which do not become manifest until after the date of such termination. The Developer shall have no right to terminate this Agreement without the Consent of the Partnership and AHF, which Consent may be withheld in the sole discretion of either party.

10. **No Lien Filings.** The Developer hereby represents, warrants and covenants that neither it nor its Affiliates shall file a mechanic's lien, materialmen's lien or other lien against the Apartment Complex or any other assets of the Partnership, and hereby waives and releases any right it may have or may hereafter acquire to file a such lien against the Apartment Complex or any other assets of the Partnership. The Developer shall indemnify and hold harmless the Partnership, AHF from any losses, damages, and/or liabilities, to or as a result of a breach of this provision.

11. **Separability of Provisions.** Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

12. **Counterparts and Duplicates.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Duplicates of this Agreement containing all counterpart signatures, whether produced from an electronically stored copy, digital, facsimile, photocopy, or other means, shall be treated as though the duplicate is an original copy of the Agreement and shall be deemed as evidence of the terms of this Agreement.

13. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS DEVELOPMENT AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT THEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE DEVELOPMENT AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY;
AND EACH PARTY TO THIS AGREEMENT AGREES THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

14. **No Continuing Waiver.** No waiver by a party hereto of any breach of this Agreement shall be effective unless in a writing executed by such party. No waiver shall operate or be construed to be a waiver of any subsequent breach.

15. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of Texas, exclusive of its conflict of laws principles.

16. **Third Party Beneficiary.** AHF is a third party beneficiary of this Agreement.

17. **Amendments.** Each party hereto expressly agrees that any amendment to this Agreement shall not be effective unless signed by the parties hereto and Consented to by AHF.

18. **Attorney's Fees.** Each party hereto agrees to pay the other party, without demand, reasonable attorney's fees and all costs and expenses expended or incurred in collecting any amounts payable by such party hereunder or in enforcing this Agreement against the other party, whether or not suit is filed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have caused this Development Agreement to be duly executed as of the date first written above.

PARTNERSHIP:

BC 2018 LOCKHART, LP, a Texas limited partnership

By: BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: [Signature]

Jeff Markey, Manager

DEVELOPER:

BOULDIN COMMUNITIES, LLC, a Texas limited liability company

By: [Signature]

Jeff Markey, Manager
AFFIDAVIT OF SERVICES RENDERED

THIS AFFIDAVIT is made as of October 31, 2018, by Jeff Markey (hereinafter "Affiant") for the benefit of BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership").

A. Bouldin Communities, LLC a Texas limited liability company ("Developer"), entered into a certain Development Agreement with the Partnership dated as of October 31, 2018 (the "Agreement"), which provides that Developer is to render certain services to and on behalf of the Partnership with respect to overseeing the development of Lockhart Springs (the "Apartment Complex").

B. Developer performed certain portions of the total services required to be performed under the Agreement, as set forth in more detail below, and Developer have earned a corresponding amount of the total compensation provided for under the Agreement.

THEREFORE, Affiant, as Manager of, being duly sworn upon oath, hereby states as follows:

1. Developer has fully performed its duties in rendering the services set forth below in accordance with the terms and conditions of the Agreement (with defined terms having the meaning ascribed to them in the Agreement unless otherwise indicated herein):

   (a) select the architect ("Architect"), coordinate the preparation of the plans and specifications (the "Plans and Specs") and recommend alternative solutions whenever design details affect construction feasibility or schedules;

   (b) insure that the Plans and Specs are in compliance with all applicable codes, laws, ordinances, rules and regulations;

   (c) negotiate all necessary contracts and subcontracts (other than the Construction Contract) for the construction of the Apartment Complex;

   (d) choose the products and materials necessary to equip the Apartment Complex in a manner which satisfies all requirements of any mortgage loan and the Plans and Specs;

   (e) monitor disbursement and payment of amounts owed Architects and the subcontractors;

   (f) insure that the Apartment Complex is constructed free and clear of all mechanics' and materialmen's liens;
(g) obtain an Architect's certificate that the work on the Apartment Complex is substantially complete and inspect the Architect's work;

(h) secure all building code approvals and obtain certificates of occupancy for all of the residential units of the Apartment Complex;

(i) cause the Apartment Complex to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:

1. the Plans and Specs as they may be amended by the agreement of the parties hereto and with the consent of the mortgagee under any mortgage loan; and

2. any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Apartment Complex;

(j) cause to be performed in a diligent and efficient manner the following:

1. construction of the Apartment Complex pursuant to the Plans and Specs, including any required off-site work; and

2. general administration and supervision of construction of the Apartment Complex, including but not limited to activities of subcontractors and their employees and agents, and others employed as to the Apartment Complex in a manner which complies in all respects with any mortgage loan and the Plans and Specs;

(k) keep, or cause to be kept, accounts and cost records as to the construction of the Development;

(l) maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions;

(m) make available to the Partnership, during normal business hours and upon the Partnership's written request, copies of all material contracts and subcontracts;

(n) deliver to the Partnership a dimensioned as-built survey of the real property (locating only buildings) and as-built drawings of the Apartment Complex construction;
(o) provide and periodically update an Apartment Complex construction time schedule which coordinates and integrates Architect's services with construction schedules;

(p) investigate and recommend a schedule for purchase by the Partnership of all materials and equipment requiring long lead time procurement, coordinate the schedule with Architect and expedite and coordinate delivery of such purchases;

(q) prepare pre-qualification criteria for bidders interested in the Apartment Complex, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials or methods;

(r) receive bids, prepare bid analyses and make recommendations to the Partnership for award of contracts or rejection of bids;

(s) coordinate the work of Architect to complete the Apartment Complex in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Apartment Complex with authority to achieve such objectives;

(t) provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples;

(u) provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Partnership adjustments in the schedule to meet the probable completion date, provide summary reports of such monitoring, and document all changes in the schedule;

(v) recommend courses of action to the Partnership when requirements of subcontracts are not being fulfilled;

(w) revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed;

(x) provide regular monitoring of the approved estimate of construction cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Partnership whenever projected Costs exceed budgets or estimates;

(y) develop and implement a system for review and processing of change orders as to construction of the Apartment Complex;
(z) develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments;

(aa) in collaboration with Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples; and

(bb) record the progress of the Apartment Complex and submit written progress reports to the Partnership and Architect, including the percentage of completion and the number and amounts of change orders.

2. Based upon the amount of services performed by Developer as of the date first above written, Affiant hereby states and affirms that $234,810.00 of the Development Fee has been fully earned. Such earned Development Fee shall be paid by the Partnership at such times and in such forms as provided in, and otherwise in accordance with, the terms and conditions of the Agreement.

Further Affiant sayeth not.

Jeff Markey

STATE OF Texas )
COUNTY OF Travis ) ss.

Subscribed and sworn to before me this 26 day of October, 2018, by Jeff Markey.

WITNESS my hand and official seal.

My Commission Expires: June 12, 2022

Notary Public

4818-9132-6834.3

Affidavit of Services Rendered
BC 2018 Lockhart, LP
EXHIBIT B
TO
DEVELOPMENT AGREEMENT

AFFIRMATION OF RECEIPT OF SERVICES
AFFIRMATION OF RECEIPT OF SERVICES

BC 2018 Lockhart, LP, a Texas limited partnership (the "Partnership"), hereby affirms that the Partnership received the services of Developer described in Paragraph 1 of the Affidavit of Services Rendered to which this Affirmation is attached. The Partnership hereby further affirms that $234,810.00 of the Development Fee payable to the Developer pursuant to the Agreement was fully earned as of the date of this Agreement.

EXECUTED as of October 31, 2018.

BC 2018 LOCKHART, LP, a Texas limited partnership

By: BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: [Signature]

Jeff Markey, Manager

STATE OF Texas )
COUNTY OF Travis ) ss.

Subscribed and sworn to before me this 26 day of October, 2018, by Jeff Markey as Manager of Bouldin Communities, LLC, a Texas limited liability company, Managing Member of Bouldin 2018 Lockhart GP LLC, a Texas limited liability company, General Partner of BC 2018 Lockhart, LP, a Texas limited partnership.

WITNESS my hand and official seal.

My Commission Expires: June 12, 2022

[Notary Seal]

Notary Public
Exhibit C

Description of Land
Exhibit "A-1"

A DESCRIPTION OF A 6.000 ACRE TRACT OF LAND, LOCATED IN THE CORNELIUS CRENshaw SURVEY, ABSTRACT No. 68, OF CALDWELL COUNTY, TEXAS. SAID 6.000 ACRE TRACT BEING A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 85.56 ACRES OF LAND IN A WARRANTY DEED WITH VENDOR’S LURN, RECORDED SEPTEMBER 22, 2014, FROM GRIFFITH FAMILY PARTNERS, LTD. TO LOCKHART 130 NORTH/SOUTH LTD., OF RECORD AS DOC. No. 2014-004094, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS. SAID 6.000 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SURVEY DRAWING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disc (Grid Coordinates: N 13°69′27.96″, W 23°58′82.98″) found monumenting an angle point in the east line of that certain tract or parcel of land described as containing 32.323 acres of land, Parcel 648, in a Warranty Deed recorded May 28, 2009, from Griffith Family Partners, Ltd. to the State of Texas, of record in Volume 570, Page 198, Official Public Record, Caldwell County, Texas, and being the east right of way of State Highway No. 130 Toll Road, a variable width right of way, at Highway Centerline Station 3684+56.32, 341.56 feet left, also being the intersection of said east right of way with the north right of way of County Road No. 108, also known as Borchert Loop, a variable width right of way;

THENCE, along said east right of way of said State Highway No. 130, along a curve to the right, an arc distance of 807.21 feet, having a radius of 4715.00 feet, a central angle of 09° 48′ 33″ and a chord which bears, N 22° 17′ 38″ W, a distance of 806.22 feet to a PK Nail in the center of a chiseled "X" on a concrete sidewalk, found monumenting the southwest corner of that certain tract or parcel of land described as containing 6.143 acres of land in a Special Warranty Deed recorded June 20, 2014, from Lockhart 130 North/South, LTD. to Fashion Glass & Mirror, LLC, of record as Document No. 2014-002504, Official Public Records, Caldwell County, Texas, and said east right of way of said State Highway No. 130, from which a chiseled "X" found on said concrete sidewalk bears, S 83° 02′ 39″ W, a distance of 1.92 feet;

THENCE, S 88′ 52″ 57″ W, departing said east right of way of said State Highway No. 130, over and across said 85.56 acre tract, along the south line of said 6.143 acre tract, a distance of 421.22 feet to an iron rod with cap stamped “MCMLS 3682” found monumenting an angle point in said south line, from which an iron rod with cap stamped “HINKLE” found bears, S 44° 52′ 30″ W, a distance of 2.72 feet, and from said iron rod with cap stamped “MCMLS 3682” another iron rod with cap stamped “MCMLS 3682” found bears, N 59° 38′ 29″ E, a distance of 350.79 feet;

THENCE, S 14° 22′ 29″ E, departing said south line, continuing over and across said 85.56 acre tract, a distance of 653.06 feet to an iron rod with cap stamped “GEOMATIC 5516” set to monument said north right of way of said Borchert Loop;
Caléwell County, Texas
Cornelius Creslaw Survey, Abstract No. 68

THENCE, S 69° 14' 56" W, along said north right of way of said Borchert Loop, a distance of 296.67 feet to the POINT OF BEGINNING of the herein described tract and containing 6.000 acres of land, more or less.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeffrey J. Carri, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of February, 2018.

WITNESS MY Hand AND SEAL at Austin, Travis County, Texas, this 15th day of February 2018 A.D.

Jeffrey J. Carri
Registered Professional Land Surveyor
No. 5516 - State of Texas

Geomatics Surveying and Mapping
10415 Old Muleshoe Road #202
Austin, Texas 78748

Bearing Basis: Texas State Plane Coordinates, South Central Zone (4264), NAD 83(2011)
Coordinates shown herein are grid values, distances shown herein have been scaled to surface values by dividing the grid values by a Combined Scale Factor of 0.9998818
Exhibit D

Guaranty Agreement
GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "Guaranty"), made as of October 31, 2018, is by TODD ERICKSON, an individual ("Erickson"), JEFF MARKEY, an individual ("Markey"), and BOULDIN COMMUNITIES, LLC, a Texas limited liability company (herein, "Developer"), jointly and severally (Erickson, Markey and Developer are individually and collectively referred to herein as the "Guarantors"), each of whose address is 3801 N. Capital of TX Hwy, Suite E-204 #435, Austin, Texas 78746, for the benefit of AHP HOUSING FUND 206, LLC, a Delaware limited liability company ("AHF"), whose address is 10250 Constellation Boulevard, Suite 1270, Los Angeles, California 90067, Attention: Michael L. Fowler.

A. Bouldin 2018 Lockhart GP LLC, a Texas limited liability company (the "Lockhart GP"), is the general partner of BC 2018 Lockhart, LP, a Texas limited partnership (the "Partnership").

B. The Partnership is governed by its Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 (the "Partnership Agreement"). Capitalized terms not otherwise defined herein shall have the definitions given them in the Partnership Agreement.

C. Developer and the Partnership entered into that certain Development Agreement dated as of the date hereof (the "Development Agreement").

D. AHF has been requested to enter into the Partnership Agreement and the Partnership with Lockhart GP.

E. Each Guarantor is an affiliate of Lockhart GP, and believes it shall substantially benefit, directly or indirectly, from AHF's entering into the Partnership Agreement and the Partnership with Lockhart GP.

F. As a condition to entering into the Partnership Agreement and the Partnership, AHF has required Guarantors to jointly and severally guarantee to AHF the obligations of Lockhart GP under the Partnership Agreement, of the Developer under the Development Agreement and certain other items as herein set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor hereby jointly and severally covenants and agrees as follows:

1. Each Guarantor irrevocably and unconditionally fully guarantees the due, prompt and complete performance of each and every one of the following obligations: (a) the payment and performance by Lockhart GP of each and every obligation of Lockhart GP due under the Partnership Agreement; (b) the payment and performance by Lockhart GP of each and every obligation of Lockhart GP under Lockhart GP Pledge; (c) the payment and performance of each and every obligation of the Developer under the Development Agreement and the Developer Pledges; and (d) the due, prompt and complete payment of all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by AHF in collection of the enforcement
of this Guaranty against Guarantors (the obligations described in this Paragraph 1 are hereinafter collectively referred to as the "Indebtedness").

2. Each Guarantor hereby grants to AHF, in the sole discretion of AHF, and without notice to any Guarantor, the power and authority to deal in any lawful manner with the Indebtedness and the other obligations guaranteed hereby, and without limiting the generality of the foregoing, further power and authority, from time to time:

   (a) to renew, compromise, extend, accelerate or otherwise change the time or place of payment of or to otherwise change the terms of the Indebtedness;

   (b) to modify or to waive any of the terms of the Partnership Agreement, the Development Agreement and/or any other obligations guaranteed hereby;

   (c) to take and hold security for the payment of the Indebtedness and/or performance of the other obligations guaranteed hereby and to impair, exhaust, exchange, enforce, waive or release any such security;

   (d) to direct the order or manner of sale of any such security as AHF, in its sole discretion, may determine;

   (e) to grant any indulgence, forbearance or waiver with respect to the Indebtedness or any of the other obligations guaranteed hereby;

   (f) to release or waive rights against any one or more Guarantors without releasing or waiving any rights against any other Guarantor; and/or

   (g) to agree to any valuation by AHF of any collateral securing payment of any of the Indebtedness in any proceedings under the United States Bankruptcy Code concerning AHF or Guarantors.

The liability of each Guarantor hereunder shall not be affected, impaired or reduced in any way by any action taken by AHF under the foregoing provisions or any other provision hereof, or by any delay, failure or refusal of AHF to exercise any right or remedy it may have against Lockhart GP or any other person, firm or corporation, including other guarantors, if any, liable for all or any part of the Indebtedness or any of the other obligations guaranteed hereby.

3. Guarantors agree that if any of the Indebtedness is not fully and timely paid or performed according to the tenor thereof, whether by acceleration or otherwise, Guarantors shall immediately upon receipt of written demand therefor from AHF pay all of the Indebtedness hereby guaranteed in like manner as if the Indebtedness constituted the direct and primary obligation of Guarantors. Until the Indebtedness is paid in full, Guarantors shall not have any right of subrogation as a result of any payment hereunder or any other payment made by Guarantors or a Guarantor on account of the Indebtedness, and each Guarantor hereby waives, releases and relinquishes any claim based on any right of subrogation, any claim for unjust enrichment or any other theory that would entitle a Guarantor to a claim against Lockhart GP based on any payment made hereunder or otherwise on account of the Indebtedness.
4. This Guaranty and the obligations of Guarantors hereunder shall be continuing and irrevocable until the Indebtedness has been satisfied in full. Notwithstanding the foregoing or anything else set forth herein, and in addition thereto, if at any time all or any part of any payment received by AHF from a Guarantor under or with respect to this Guaranty is or must be rescinded or returned for any reason whatsoever (including, but not limited to, determination that said payment was an avoidable preference or fraudulent transfer under insolvency, bankruptcy or reorganization laws), then Guarantors’ obligations hereunder shall, to the extent of the payment rescinded or returned, be deemed to have continued in existence, notwithstanding such previous receipt of payment by AHF, and Guarantors’ obligations hereunder shall continue to be effective or be reinstated as to such payment, all as though such previous payment to AHF had never been made. The provisions of the foregoing sentence shall survive termination of this Guaranty, and shall remain a valid and binding obligation of each Guarantor until satisfied.

5. Each Guarantor hereby waives notice of acceptance of this Guaranty by AHF and this Guaranty shall immediately be binding upon each Guarantor. Any Guarantor who executes this Agreement shall be fully bound hereby regardless of whether or not any other Guarantor subsequently executes this Guaranty.

6. Each Guarantor hereby waives and agrees not to assert or take advantage of:

   (a) any right to require Lockhart GP to proceed against any other person or to proceed against or exhaust any security held by Lockhart GP at any time or to pursue any other remedy in Lockhart GP’s power before proceeding against any one or more Guarantors hereunder;

   (b) any right to require AHF to proceed against Lockhart GP or any other person or to proceed against or exhaust any security held by AHF at any time or to pursue any other remedy in the power of AHF before proceeding against any one or more Guarantors hereunder;

   (c) the defense of the statute of limitations in any action hereunder or in any action for the collection of the Indebtedness or the performance of any other obligations guaranteed hereby;

   (d) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of AHF to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

   (e) demand, presentment for payment, notice of non-payment, protest, notice of protest and all other notices of any kind (other than notices specifically contemplated herein), including, without limitation, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of AHF or any endorser or creditor of AHF or any Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by AHF or in connection with the Indebtedness;
(f) any right, benefit or defense arising under Section 1111 or Section 364 of the Bankruptcy Code;

(g) all duty or obligation on the part of AHF to perfect, protect, not impair, retain or enforce any security for the payment of the Indebtedness or performance of any of the other obligations guaranteed hereby;

(h) any right or defense arising out of an election of remedies by AHF, even though such election (e.g., nonjudicial foreclosure with respect to any collateral held by AHF to secure repayment of the Indebtedness), destroys or otherwise impairs Guarantor's rights of subrogation or the right of Guarantor (after payment of the Indebtedness) to proceed against AHF for reimbursement, or both by operation of Section 580d of the California Code of Civil Procedure, or otherwise;

(i) any right or defense that Guarantor may have because the Indebtedness is secured by real property. Guarantor understands that if all or any part of the Indebtedness is secured by real property, this would mean, among other things, that: (i) AHF may collect from Guarantor without first foreclosing on any real or personal property collateral; (ii) if AHF forecloses on any real property collateral, then (A) the amount of the Indebtedness may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) AHF may collect from Guarantor even if AHF, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Lockhart GP or the Partnership. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Indebtedness is secured by real property. These rights and defenses being waived by Guarantor include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d or 726 of the California Code of Civil Procedure; and

(j) any right or defense available to Guarantor by reason of Sections 2787 through 2855 of the California Civil Code, including any and all right or defense Guarantor may have by reason of protection afforded to Lockhart GP or the Partnership with respect to any of the obligations of Guarantor under this Guaranty pursuant to the antideficiency or other laws of the State of California limiting or discharging the Indebtedness, including Sections 580a, 580b, 580d, and 726 of the California Code of Civil Procedure.

The parties acknowledge that if, contrary to their express intent, California law is deemed to apply to this Guaranty, then the waivers set forth in Sections 6(h), 6(i) and 6(j) above are being made in accordance with Section 2856 of the California Civil Code.

7. Neither Guarantors nor their general partners or managing members or any Person that owns or controls the same (collectively, "Guarantor Controlling Parties") or, to their knowledge, any other Person providing financing for the development or operation of the Apartment Complex, is (a) in violation of (i) any applicable anti-money laundering laws, including, without limitation, those contained in the USA Patriot Act and the Bank Secrecy Act, (ii) any applicable economic sanction laws administered by OFAC, including, without limitation, Executive Order No. 13224, or (iii) any applicable anti-drug trafficking or anti-terrorism laws, civil or criminal, or (b) a Person who (i) is charged with, or has reason to believe that he, she or it
is under investigation for, any violation of any such laws, (ii) has been convicted of any violation of, been subject to civil penalties pursuant to, or had any of its property seized or forfeited under any such laws, (iii) is named on the list of "Specially Designated Nationals or Blocked Persons" maintained by OFAC (or any successor U.S. government office or list), (iv) is otherwise identified by any U.S. government office or legal authority as a person with whom a U.S. Person is prohibited from transacting business under any other applicable law, (v) is owned, controlled by or affiliated with any Person identified in clause (i), (ii), (iii) and/or (iv) hereof, or (vi) is engaged in any dealings or transactions for or on behalf of or otherwise associated with any Person identified in clause (i), (ii), (iii) and/or (iv) hereof.

8. AHF hereby notifies Guarantors that, pursuant to the requirements of the USA Patriot Act, AHF is required to obtain, verify and record information that identifies Guarantors and the Guarantor Controlling Parties, which information includes the name and address of Guarantors and the Guarantor Controlling Parties, and other information that will allow AHF to identify Guarantors and the Guarantor Controlling Parties in accordance with the USA Patriot Act. Accordingly, and in addition, as necessary under applicable economic sanction laws administered by OFAC, including, without limitation, Executive Order No. 13224, AHF reserves the right, from time to time, without consent, to compare the names of Guarantors or the Guarantor Controlling Parties and any current or future Guarantors or Guarantor Controlling Parties against the list of "Specially Designated Nationals or Blocked Persons" as set forth on the list of such persons published by OFAC (or any successor U.S. government office or list).

9. All existing and future indebtedness of Lockhart GP to Guarantors or to any person controlled or owned in whole or in part by any of Guarantors and, the right of Guarantors to withdraw or to cause or permit any person controlled or owned in whole or in part by any Guarantor to withdraw any capital invested by any Guarantor or such person in Lockhart GP, is hereby subordinated to the Indebtedness at any time while a default exists under the Indebtedness. Furthermore, at any time while a default exists under the Indebtedness, without the prior written consent of AHF, such subordinated indebtedness shall not be paid and such capital shall not be withdrawn in whole or in part nor shall any Guarantor accept or cause or permit any person controlled or owned in whole or in part by a Guarantor to accept any payment of or on account of any such subordinated indebtedness or as a withdrawal of capital at any time after a default exists under the Indebtedness. Any payment received by Guarantors in violation of this Guaranty shall be received by the person to whom paid in trust for AHF, and Guarantors shall cause the same to be paid to AHF immediately on account of the Indebtedness. No such payment shall reduce or affect in any manner the liability of Guarantors under this Guaranty. Notwithstanding the foregoing, if no Event of Default exists, then the Guarantors or their Affiliates can receive payments as contemplated under the Partnership Agreement.

10. The amount of each Guarantor's liability and all rights, powers and remedies of AHF hereunder shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to AHF under the Partnership Agreement, any document or agreement relating in any way to the terms and provisions thereof or otherwise by law. With respect to each Guarantor, this Guaranty is in addition to and exclusive of the guaranty of any other Guarantor executing this Guaranty or any other person or entity which guarantees the Indebtedness and/or the other obligations guaranteed hereby.
11. The liability of each Guarantor under this Guaranty shall be an absolute, direct, immediate and unconditional guarantee of payment and not of collectability. The obligations of each Guarantor hereunder are independent of the obligations of Lockhart GP or any other party which may be initially or otherwise responsible for performance or payment of the obligations hereunder guaranteed and each other Guarantor, and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against any one or more Guarantors, whether or not Lockhart GP is joined therein or a separate action or actions are brought against Lockhart GP. AHF may maintain successive actions for other defaults. AHF's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless the Indebtedness has been paid in full.

12. AHF, in its sole discretion, may at any time enter into agreements with Lockhart GP or with any other person to amend, modify or change the Partnership Agreement or any document or agreement relating in any way to the terms and provisions thereof, or may at any time waive or release any provision or provisions thereof and, with reference thereto, may make and enter into all such agreements as AHF may deem proper or desirable, without any notice or further assent from any Guarantor and without in any manner impairing or affecting this Guaranty or any of the rights of AHF or each Guarantor's obligations hereunder; provided that, no Guarantor's liability shall be increased under this Guaranty without such Guarantor's written consent.

13. Guarantors hereby agree to pay to AHF, upon demand, reasonable attorneys' fees and all costs and other expenses which AHF expends or incurs in collecting or compromising the Indebtedness or in enforcing this Guaranty against each Guarantor whether or not suit is filed, including, without limitation, all costs, attorneys' fees and expenses incurred by AHF in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving a Guarantor which in any way affect the exercise by AHF of its rights and remedies hereunder. Any and all such costs, attorneys' fees and expenses not so paid shall bear interest at an annual interest rate equal to the lesser of (i) 18%; or (ii) the highest rate permitted by applicable law, from the date incurred by AHF until paid by Guarantors.

14. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

15. No provision of this Guaranty or right of AHF hereunder can be waived nor can any Guarantor be released from such Guarantor's obligations hereunder except by a writing duly executed by AHF. This Guaranty may not be modified, amended, revised, revoked, terminated, changed or varied in any way whatsoever except by the express terms of a writing duly executed by AHF and each Guarantor.

16. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.
17. If any or all of the Indebtedness is assigned by AHF, this Guaranty shall automatically be assigned therewith in whole or in part, as applicable, without the need of any express assignment and when so assigned, each Guarantor shall be bound as set forth herein to the assignee(s) without in any manner affecting such Guarantor's liability hereunder for any part of the Indebtedness retained by such AHF.

18. Each Guarantor is jointly and severally liable with each other Guarantor.

19. Developer's Employer Identification Number is 82-3655317.

20. This Guaranty shall inure to the benefit of and bind the heirs, legal representatives, administrators, executors, successors and assigns of AHF and Guarantors.

21. This Guaranty shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law, except to the extent that any of such laws may now or hereafter be preempted by Federal law, in which case, such Federal law shall so govern and be controlling. In any action brought under or arising out of this Guaranty, each Guarantor hereby consents to the jurisdiction of any competent court within Dallas, Texas and consents to service of process by any means authorized by the laws of such state. Except as provided in any other written agreement now or at any time hereafter in force between AHF and any Guarantor, this Guaranty shall constitute the entire agreement of Guarantors with AHF with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon AHF or any Guarantor unless expressed herein.

22. Any notice required by the provisions of this Agreement to be given to one or more parties shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with Overnight Delivery, defined below, or by depositing same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

To AHF: AHP Housing Fund 206, LLC
10250 Constellation Boulevard, Suite 1270
Los Angeles, California 90067
Attention: Michael L. Fowler

To Guarantors: Todd Erickson
3801 N. Capital of TX Hwy, Suite E-204 #435
Austin, Texas 78746

Jeff Markey
3801 N. Capital of TX Hwy, Suite E-204 #435
Austin, Texas 78746
All Notices shall be effective upon personal delivery or upon being deposited with a nationally recognized overnight delivery service such as Federal Express for next business day delivery ("Overnight Delivery") or in the United States mail. However, with respect to Notices so deposited in Overnight Delivery or in the United States mail, the time period in which a response to any such Notice must be given shall commence to run from the next Business Day following any such deposit in Overnight Delivery or on the date on the return receipt of the Notice reflecting the date of delivery or rejection of the same by the addressee thereof with respect to deposit in the United States mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of such rejected, refused or undelivered Notice. By giving to the other parties hereto at least five Business Days' written Notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

23. Each Guarantor hereby agrees that this Guaranty, the Indebtedness and all other obligations guaranteed hereby, shall remain in full force and effect at all times hereinafter until paid and/or performed in full notwithstanding any action or undertakings by, or against, AHF, any Guarantor, and/or any partner and/or member in AHF in any proceeding in the United States Bankruptcy Court, including, without limitation, any proceeding relating to valuation of collateral, election or imposition of secured or unsecured claim status upon claims by AHF pursuant to any Chapter of the Bankruptcy Code or the Rules of Bankruptcy Procedure as same may be applicable from time to time.

24. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS GUARANTY, INCLUDING WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT THEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY; AND EACH PARTY TO THIS AGREEMENT AGREES THAT NO
PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

25. Any married person who signs this Guaranty hereby agrees that recourse may be had against his or her separate property for all of his or her obligations.

26. This Guaranty may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages. Execution by any Guarantor shall bind such Guarantor regardless of whether any one or more other Guarantors execute this Guaranty. Duplicates of this Guaranty containing all counterpart signatures, whether produced from an electronically stored copy, digital, facsimile, photocopy, or other means, shall be treated as though the duplicate is an original copy of the Agreement and shall be deemed as evidence of the terms of this Guaranty.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the undersigned Guarantors have executed this Guaranty Agreement as of the day and year first above written.

GUARANTORS:

Todd Erickson, an Individual

Jeff Markey, an individual

BOULDIN COMMUNITIES, LLC, a Texas limited liability company

By: 

Jeff Markey, Manager

STATE OF Texas )
COUNTY OF Travis ) ss.

The foregoing instrument was acknowledged before me this 26 day of October, 2018, by Todd Erickson, an individual.

WITNESS my hand and official seal.

My commission expires: June 12, 2022

Notary Public
STATE OF Texas )
COUNTY OF Travis ) ss.

The foregoing instrument was acknowledged before me this 26 day of October, 2018, by Jeff Markey, an individual.

WITNESS my hand and official seal.

My commission expires: June 12, 2022

[Signature]
Notary Public

STATE OF Texas )
COUNTY OF Travis ) ss.

The foregoing instrument was acknowledged before me this 26 day of October, 2018, by Jeff Markey as Manager of Bouldin Communities, LLC, a Texas limited liability company.

Witness my hand and notarial seal.

My commission expires: June 12, 2022

[Signature]
Notary Public
Exhibit E

Pledge and Security Agreement  
(Lockhart GP)
PLEDGE AND SECURITY AGREEMENT
(Lockhart GP Pledge)

THIS PLEDGE AND SECURITY AGREEMENT (this "Agreement") is made as of October 31, 2018, by BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company ("Debtor"), whose address is 3801 N. Capital of TX Hwy, Suite E-204 #435, Austin, Texas 78746 for the benefit of AHP HOUSING FUND 206, LLC, a Delaware limited liability company ("Secured Party"), whose address is 10250 Constellation Boulevard, Suite 1270, Los Angeles, California 90067, Attention: Michael L. Fowler.

A. Debtor is the General Partner and Secured Party is the sole limited partner in BC 2018 Lockhart, LP, a Texas limited partnership (the "Partnership"). The Partnership is governed by its Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 (the "Partnership Agreement"). Capitalized terms not otherwise defined herein shall have the definitions given them in the Partnership Agreement.

B. Bouldin Communities, LLC, a Texas limited liability company (the "Developer"), and the Partnership have entered into that certain Development Agreement of even date herewith (the "Development Agreement"), pursuant to which the Developer has been appointed to render certain services in connection with its supervising and overseeing the development of the Apartment Complex.

C. In order to secure: (a) the full payment and performance by Debtor of all of Debtor's obligations, duties, expenses and liabilities under or in connection with the Partnership Agreement, as the Partnership Agreement may be now or hereafter amended, modified or restated; and (b) the full payment and performance by the Developer of all of the Developer's obligations, duties, expenses and liabilities under or in connection with the Development Agreement, as the Development Agreement may be now or hereafter amended, modified or restated (such obligations, duties, expenses and liabilities described in clauses (a) and (b) above are collectively referred to herein as the "Obligations"), Debtor is entering into this Agreement for the benefit of Secured Party.

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

1. Definitions.

(a) "Collateral" shall consist of all of the personal property of Debtor, wherever located, and whether now owned or hereafter acquired, including accounts, chattel paper, inventory, equipment, instruments (including promissory notes), investment property, documents, deposit accounts, letter of credit rights, general intangibles (including payment intangibles), and supporting obligations and including, but not limited to, the following specific items of personal property:

(i) All of Debtor's right, title and interest in the Partnership, whether now owned or hereafter acquired, including, without limitation, its general partnership Interest in
the Partnership and its right to receive distributions, allocations and payments under the Partnership Agreement, as the Partnership Agreement may be modified from time to time with the consent of Secured Party;

   (ii) All fees and charges to be paid by the Partnership to Debtor, whether now owned or hereafter acquired, whether arising under the Partnership Agreement, or otherwise, including, without limitation, the Incentive Partnership Management Fee;

   (iii) All indebtedness of the Partnership to Debtor of any kind or description, including without limitation, Debtor's right to receive payment of Operating Deficit Loans or other loans to the Partnership; and

   (iv) To the extent not listed above as original collateral, all products and proceeds, whether cash proceeds or noncash proceeds, of any and all of the foregoing.

   (b) "Event of Default" shall mean an event of default described in Paragraph 8 herein.

2. Pledge of Collateral and Grant of Security Interest. Debtor does hereby unconditionally and irrevocably assign, pledge, convey, transfer, deliver, set over and grant unto Secured Party, its successors and assigns, as security for Debtor's complete and timely payment and performance of the Obligations, a continuing first priority security interest under the Uniform Commercial Code of the State of Texas in the Collateral. Debtor hereby further agrees, upon request, to deliver any other documents which Secured Party may reasonably request with respect thereto. Debtor acknowledges that Secured Party will be filing UCC-1 Financing Statements in the appropriate jurisdiction(s) with respect to the security interest granted hereby and consents to such filing.

3. Delivery to Secured Party.

   (a) Debtor agrees to execute and to cause all other necessary parties, and any successors and assigns thereof, to execute and deliver to Secured Party such other agreements, instruments and documentation as Secured Party may reasonably request from time to time to effect the conveyance, transfer, and grant to Secured Party of each and all of Debtor's right, title and interest in and to the Collateral as security for the Obligations.

   (b) Concurrently with the execution of this Agreement, Debtor shall cause each of the general and limited partners of the Partnership to execute the Consent and Waiver in the form attached hereto as Exhibit A (the "Consent") evidencing the consent of the general and limited partners to the assignment of Debtor's partnership interests and its agreement to be bound by Paragraph 4 of this Agreement, and covenants to execute, if required by Secured Party, an amendment to the Partnership Agreement in such form as Secured Party may require to reflect the substitution of Secured Party in place of Debtor as a General Partner in the Partnership. Debtor further agrees to execute and to cause the other partners of the Partnership to execute and deliver to Secured Party such other agreements, instruments and documentation as Secured Party may reasonably request from time to time to effectuate the conveyance, transfer, assignment and grant to Secured Party of all of Debtor's right, title and interest in and to the Collateral and to
evidence the substitution of Secured Party in place of Debtor as a General Partner in the Partnership.

4. **Proceeds and Products of the Collateral.**

   (a) Unless and until there occurs an Event of Default occurs and is continuing, Secured Party agrees to forbear in exercising its right to receive all benefits pertaining to the Collateral, and Debtor shall be permitted to exercise all rights and to receive all benefits of the Collateral, including, without limitation, the right to exercise all voting, approval, consent and similar rights of Debtor pertaining to the Collateral, payments due under, proceeds, whether cash proceeds or noncash proceeds, and products of the Collateral and retain and enjoy the same, provided, however, that Debtor shall not cast any vote or give any approval, consent, waiver or ratification or take any action which would be inconsistent with or violate any provision of this Agreement.

   (b) Debtor acknowledges and agrees with Secured Party, that unless Secured Party otherwise consents, in Secured Party's sole discretion, Debtor shall not exercise any voting, approval, consent or other rights with respect to the Collateral at any time (i) after an Event of Default has occurred and is continuing, and (ii) delivery of notice from Secured Party instructing Debtor not to exercise any such voting, approval, consent or other rights with respect to the Collateral; provided, however, that Debtor shall exercise any such right it may have under the Partnership Agreement with respect to the business affairs of the Partnership as is reasonably necessary to protect and preserve the Collateral.

   (c) Upon or at any time after an Event of Default has occurred and is continuing, Secured Party, at its option to be exercised in its sole discretion, may exercise all rights and remedies granted under this Agreement, including, without limitation, the right to require the obligors under the Collateral to make all payments due under and to pay all proceeds, whether cash proceeds or noncash proceeds, and products of the Collateral to Secured Party. Upon the giving of any such notice, the security constituted by this Agreement shall become immediately enforceable by Secured Party, without any presentment, further demand, protest or other notice of any kind, all of which are hereby expressly and irrevocably waived by Debtor. Debtor hereby authorizes and directs each respective obligor under the agreements constituting the Collateral, that upon receipt of written notice from Secured Party of an Event of Default by Debtor hereunder, to assign, set over, transfer, distribute, pay and deliver any and all Collateral or said payments, proceeds or products of the Collateral to Secured Party, at such address as Secured Party may direct, at such time and in such manner as Collateral and such payments, proceeds and products of the Collateral would otherwise be distributed, transferred, paid or delivered to Debtor. The respective obligors under the agreements constituting the Collateral shall be entitled to conclusively rely on such notice and make all such assignments and transfers of the Collateral and all such payments with respect to the Collateral and pay all such proceeds and products of the Collateral to Secured Party and shall have no liability to Debtor for any loss or damage Debtor may incur by reason of said reliance.

5. **No Assumption.** Notwithstanding any of the foregoing, whether or not an Event of Default has occurred, and whether or not Secured Party elects to foreclose on its security interest in the Collateral as set forth herein, neither the execution of this Agreement, receipt by
Secured Party of any of Debtor's right, title and interest in and to the Collateral and the payments, proceeds and products of the Collateral, now or hereafter due to Debtor from any obligor of the Collateral, nor Secured Party's foreclosure of its security interest in the Collateral, shall in any way be deemed to obligate Secured Party to assume any of Debtor's obligations, duties, expenses or liabilities under the Collateral or any agreements constituting the Collateral, as presently existing or as hereafter amended, or under any and all other agreements now existing or hereafter drafted or executed (collectively, the "Debtor's Liabilities"), unless Secured Party otherwise agrees to assume any or all of Debtor's Liabilities in writing. In the event of foreclosure by Secured Party of its security interest in the Collateral, Debtor shall remain bound and obligated to perform its Debtor's Liabilities and Secured Party shall not be deemed to have assumed any of Debtor's Liabilities, except as provided in the preceding sentence. If the entity or person acquiring the Collateral at a foreclosure sale elects to assume Debtor's Liabilities, such assignee shall agree to be bound by the terms and provisions of the applicable agreement.

6. **Indemnification.** Debtor hereby agrees to indemnify, defend and hold Secured Party, its successors and assigns harmless from and against any and all damages, losses, claims, costs or expenses (including reasonable attorneys' fees) and any other liabilities whatsoever (except those caused by the Secured Party's gross negligence or willful misconduct) that Secured Party or its successors or assigns may incur by reason of this Agreement or by reason of any assignment of Debtor's right, title and interest in and to any or all of the Collateral.

7. **Representations, Warranties and Covenants.** In addition to the representations made by Debtor in the Partnership Agreement, Debtor makes the following representations and warranties, which shall be deemed to be continuing representations and warranties in favor of Secured Party, and covenants and agrees to perform all acts necessary to maintain the truth and correctness, in all material respects, of the following:

   (a) Debtor owns the Collateral free and clear of any claim, lien or encumbrance.

   (b) Debtor has delivered to Secured Party true and complete copies of the Partnership Agreement, the Incentive Partnership Management Agreement and any other agreements pertinent to the Collateral, and such agreements are currently in full force and effect and have not been amended or modified except as disclosed to Secured Party in writing.

   (c) Debtor has the full right and title to its interest in the Collateral and has the full power, legal right and authority to pledge, convey, transfer and assign such interest. None of the Collateral is subject to any existing or subsequent assignment, claim, lien, pledge, transfer or other security interest of any character, or to any attachment, levy, garnishment or other judicial process or to any claim for set-off, counterclaim, deduction or discount. Debtor shall not, without the prior written consent of Secured Party, which consent may be granted or denied in Secured Party's sole discretion, further convey, transfer, set over or pledge to any party any of its interests in the Collateral. Debtor agrees to (i) warrant and defend its title to the Collateral and the security interest created by this Agreement against all claims of all persons (other than Secured Party and persons claiming through Secured Party); and (ii) maintain and preserve the Collateral and such security interests.
(d) Debtor's Employer Identification Number is 83-0945364, and its principal place of business is located at 3801 N. Capital of TX Hwy, Suite E-204 #435, Austin, Texas 78746.

(e) Debtor agrees that it shall not, without at least 30 days' prior written notification to Secured Party, change its name or move or otherwise change its principal place of business or state of formation.

(f) Debtor shall not exercise any voting rights, or give any approvals, consents waiver or other ratifications in respect to the Collateral which would violate or contravene, or which would cause or otherwise authorize Debtor to violate or contravene, any provision of this Agreement.

8. **Event of Default.** Each of the following shall constitute an Event of Default hereunder:

   (a) A Conversion Event has occurred under the Partnership Agreement and such default shall not have been cured within any applicable grace period provided therein; or

   (b) Any warranty, representation or statement of Debtor in this Agreement proves to have been false in any material respect when made or furnished and Debtor fails to correct the matter to make the warranty, representation, or statement accurate within 10 days after notice has been given to Debtor by Secured Party; or

   (c) There occurs the issuance of a writ, order of attachment or garnishment with respect to any of the Collateral and such writ, order of attachment or garnishment is not dismissed and removed within 15 days thereafter; or

   (d) A material breach or violation of any covenant or agreement contained herein has occurred, which is not cured within 10 days after notice has been given to Debtor by Secured Party.

Any Event of Default under this Agreement shall be an event of default by Debtor under the Partnership Agreement.

9. **Remedies.**

   (a) Upon the occurrence and continuance an Event of Default, Secured Party may by giving notice of such Event of Default, at its option, do any one or more of the following:

      (i) Declare all of the Obligations secured hereby to be immediately due and payable, whereupon all unpaid principal and interest on said Obligations and other amounts declared due and payable shall become immediately due and payable without presentment, demand, protest or notice of any kind; and

      (ii) Take possession of all or any of the Collateral, collect, and apply against the Obligations, all payments due, proceeds, whether cash proceeds or noncash proceeds,
and products from any obligor under the agreements constituting the Collateral, that would otherwise be paid to Debtor; and

(iii) Either personally, or by means of a court appointed receiver, take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming under Debtor, and thereafter exercise all rights and powers of Debtor with respect to the Collateral or any part thereof. If Secured Party demands, or attempts to take possession of any of the Collateral in the exercise of any rights under this Agreement, Debtor promises and agrees to promptly turn over and deliver complete possession thereof to Secured Party; and

(iv) Without notice to or demand upon Debtor, make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith; and

(v) Require Debtor to take all actions necessary to deliver such Collateral to Secured Party, or an agent or representative designated by it. Secured Party, and its agents and representatives, shall have the right to enter upon any or all of Debtor's premises and property to exercise Secured Party's rights hereunder; and

(vi) Foreclose upon this Agreement as herein provided or in any manner permitted by law, and exercise any and all of the rights and remedies conferred upon Secured Party by the Partnership Agreement, or in any other document executed by Debtor in connection with the Obligations secured hereby, either concurrently or in such order as Secured Party may determine; and sell or cause to be sold in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, the Collateral, without affecting in any way the rights or remedies to which Secured Party may be entitled under the other such instruments; and

(vii) Sell or otherwise dispose of the Collateral at public sale, without having the Collateral at the place of sale, and upon terms and in such manner as Secured Party may determine. Secured Party may be a purchaser at any sale; and

(viii) Exercise any remedies of a secured party under the Uniform Commercial Code of the State of Texas or any other applicable law; and

(ix) Exercise any remedies available to Secured Party under the Partnership Agreement, and exercise of any rights of offset in favor of Secured Party as a General Partner of the Partnership; and

(x) Notwithstanding anything to the contrary contained in this Agreement, at any time after the occurrence and continuation of an Event of Default, Secured Party may, by delivering written notice to the Partnership and to Debtor, succeed, or designate its nominee or designee to succeed, to all right, title and interest of Debtor (including, without limitation, the right, if any, to vote on or take any action with respect to Partnership matters) as a General Partner of the Partnership in respect of the Collateral. Debtor hereby irrevocably
authorizes and directs the Partnership on receipt of any such notice (A) to deem and treat Secured Party or such nominee or designee in all respects as a General Partner (and not merely an assignee of a General Partner) of the Partnership, entitled to exercise all the rights, powers and privileges (including the right to vote on or take any action with respect to Partnership matters pursuant to the Partnership Agreement, to receive all distributions, to be credited with the capital account and to have all other rights, powers and privileges appertaining to the Collateral to which Debtor would have been entitled had the Collateral not been transferred to Secured Party or such nominee or designee), and (B) to file an amended certificate of partnership, if required, admitting Secured Party or such nominee or designee as General Partner of the Partnership in place of Debtor; and

(xi) The rights granted to Secured Party under this Agreement are of a special, unique, unusual and extraordinary character. The loss of any of such rights cannot reasonably or adequately be compensated by way of damages in any action at law, and any material breach by Debtor of any of Debtor's covenants, agreements or obligations under this Agreement will cause Secured Party irreparable injury and damage. In the event of any such breach, Secured Party shall be entitled, as a matter of right, to injunctive relief or other equitable relief in any court of competent jurisdiction to prevent the violation or contravention of any of the provisions of this Agreement or to compel compliance with the terms of this Agreement by Debtor. Secured Party is absolutely and irrevocably authorized and empowered by Debtor to demand specific performance of each of the covenants and agreements of Debtor in this Agreement. Debtor hereby irrevocably waives any defense based on the adequacy of any remedy at law which might otherwise be asserted by Debtor as a bar to the remedy of specific performance in any action brought by Secured Party against Debtor to enforce any of the covenants or agreements of Debtor in this Agreement.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor at least 10 days’ prior written notice of the time and place of any public sale of the Collateral subject to this Agreement or other intended disposition thereof to be made. Such notice shall be conclusively deemed to have been delivered to Debtor at the address set forth in Paragraph 7(d) of this Agreement, unless Debtor shall notify Secured Party in writing of its change of its principal place of business and provide Secured Party with the address of its new principal place of business.

(c) The proceeds of any sale under Paragraph 9(a) above shall be applied as follows:

(i) To the repayment of the costs and expenses of retaking, holding and preparing for the sale and the selling of the Collateral (including actual legal expenses and attorneys' fees) and the discharge of all assessments, encumbrances, charges or liens, if any, on the Collateral prior to the lien hereof (except any taxes, assessments, encumbrances, charges or liens subject to which such sale has been made);

(ii) To the payment of the whole amount then due and unpaid of the Obligations;
(iii) To the payment of all other amounts then secured hereby; and

(iv) The aggregate surplus, if any, shall be paid to Debtor in a lump sum, without recourse to Secured Party, or as a court of competent jurisdiction may direct.

(d) Secured Party shall have the right to enforce one or more remedies under this Agreement and under the Partnership Agreement, successively or concurrently, and such action shall not operate to estop or prevent Secured Party from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Debtor until full payment of any deficiency has been made in cash.

(e) DEBTOR ACKNOWLEDGES THAT SECURED PARTY MAY BE UNABLE TO EFFECT A PUBLIC SALE OF ALL OR ANY PART OF THE COLLATERAL AND MAY BE COMPELLED TO RESORT TO ONE OR MORE PRIVATE SALES TO A RESTRICTED GROUP OF PURCHASERS WHO WILL BE OBLIGATED TO AGREE, AMONG OTHER THINGS, TO ACQUIRE THE COLLATERAL FOR THEIR OWN ACCOUNT, FOR INVESTMENT AND NOT WITH A VIEW TO THE DISTRIBUTION OR RE SALE THEREOF. DEBTOR FURTHER ACKNOWLEDGES THAT ANY SUCH PRIVATE SALES MAY BE AT PRICES AND ON TERMS LESS FAVORABLE THAN THOSE OF PUBLIC SALES, AND AGREES THAT SUCH PRIVATE SALES SHALL BE DEEMED TO HAVE BEEN MADE IN A COMMERCIALLY REASONABLE MANNER AND THAT SECURED PARTY HAS NO OBLIGATION TO DELAY SALE OF ANY COLLATERAL TO PERMIT THE ISSUER THEREOF TO REGISTER IT FOR PUBLIC SALE UNDER THE SECURITIES ACT OF 1933. DEBTOR AGREES THAT SECURED PARTY SHALL BE PERMITTED TO TAKE SUCH ACTIONS AS SECURED PARTY DEEMS REASONABLY NECESSARY IN DISPOSING OF THE COLLATERAL TO AVOID CONDUCTING A PUBLIC DISTRIBUTION OF SECURITIES IN VIOLATION OF THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE, AS NOW ENACTED OR AS THE SAME MAY IN THE FUTURE BE AMENDED, AND ACKNOWLEDGES THAT ANY SUCH ACTIONS SHALL BE COMMERCIAL Y REASONABLE. IN ADDITION, DEBTOR AGREES TO EXECUTE, FROM TIME TO TIME, ANY AMENDMENT TO THIS AGREEMENT OR OTHER DOCUMENT AS SECURED PARTY MAY REASONABLY REQUIRE TO EVIDENCE THE ACKNOWLEDGMENTS AND CONSENTS OF DEBTOR SET FORTH IN THIS PARAGRAPH.

10. Right to Make Distributions. Except upon the occurrence and during the continuance of an Event of Default, Debtor shall have the right without the consent of Secured Party to make distributions to its members ("Permitted Distributions") of proceeds of any distributions and payments received by Debtor from the Partnership or from any capital contributions of its members. Any such Permitted Distributions shall be free and clear of the lien created by this Agreement.

11. Attorneys' Fees. Debtor agrees to pay Secured Party, without demand, reasonable attorneys' fees and all costs and other expenses which Secured Party expends or incurs in
collecting any amounts payable by Debtor hereunder or in enforcing this Agreement against Debtor whether or not suit is filed.

12. **Further Documentation.** Debtor hereby agrees to execute, from time to time, one or more financing statements and such other instruments as may be required to perfect the security interest created hereby, including any continuation or amendments of such financing statements, and pay the cost of filing or recording the same in the public records specified by Secured Party.

13. **Waiver and Estoppel.** Debtor represents and acknowledges that it knowingly waives each and every one of the following rights, and agrees that it will be estopped from asserting any argument to the contrary: (a) any promptness in making any claim or demand hereunder; (b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of Debtor or the failure to file or enforce a claim against Debtor's estate (in administration, bankruptcy or any other proceeding); (c) any defense based upon an election of remedies by Secured Party which destroys or otherwise impairs any or all of the Collateral; (d) the right of Debtor to proceed against Secured Party or any other person, for reimbursement; (e) all duty or obligation of Secured Party to perfect, protect, retain or enforce any security for the payment of amounts payable by Debtor hereunder; and (f) any defense based on modification of the indebtedness secured hereby.

14. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT HEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY; AND EACH PARTY TO THIS AGREEMENT AGREES THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

15. **No Continuing Waiver.** No delay or failure on the part of Secured Party in the exercise of any right or remedy against Debtor or any other party against whom Secured Party may have any rights, shall operate as a waiver of any agreement or obligation contained herein, and no single or partial exercise by Secured Party of any rights or remedies hereunder shall
preclude other or further exercise thereof or other exercise of any other right or remedy whether contained in this Agreement or in any of the other documents regarding the Obligations, including without limitation the Partnership Agreement. No waiver of the rights of Secured Party hereunder or in connection herewith and no release of Debtor shall be effective unless in writing executed by Secured Party. No actions of Secured Party permitted under this Agreement shall in any way impair or affect the enforceability of any agreement or obligation contained herein.

16. **Independent Obligations.** The obligations of Debtor are independent of the obligations of any other party which may be initially or otherwise responsible for performance or payment of the Obligations, and a separate action or actions for payment, damages or performance may be brought and prosecuted by Secured Party against Debtor, individually, for the full amount of the Obligations then due and payable, whether or not an action is brought against any other party, whether or not Secured Party is involved in any proceedings and whether or not Secured Party or Debtor or other person is joined in any action or proceedings.

17. **No Offset Rights of Debtor.** No lawful act of commission or omission of any kind or at any time upon the part of Debtor shall in any way affect or impair the rights of Secured Party to enforce any right, power or benefit under this Agreement, and no set-off, recoupment, counterclaim, claim, reduction or diminution of any obligation or any defense of any kind or nature which Debtor has or may have against Secured Party or against any other party shall be available against Secured Party in any suit or action brought by Secured Party to enforce any right, power or benefit under this Agreement.

18. **Power of Attorney.** Debtor hereby appoints Secured Party as its attorney-in-fact to execute and file on its behalf any financing statements, continuation statements or other documentation required to perfect or continue the security interest created hereby. This power, being coupled with an interest, shall be irrevocable until all amounts secured hereby have been paid, satisfied and discharged in full.

19. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES HERETO AGREE THAT IN THE EVENT OF DEFAULT, THIS AGREEMENT MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION IN DALLAS, TEXAS, AND THEY DO HEREBY SUBMIT TO THE JURISDICTION OF ANY AND ALL SUCH COURTS REGARDLESS OF THEIR PRINCIPAL PLACE OF BUSINESS OR WHERE THIS AGREEMENT MAY BE EXECUTED.

20. **Successors and Assigns.** All agreements, covenants, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

21. **Notices.** Whenever any party hereto shall desire to, or be required to, give or serve any notice, demand, request or other communication with respect to this Agreement, each such notice, demand, request or communication shall be in writing and shall be effective only if the same is delivered by personal service (including, without limitation, courier or express
service), deposited with a nationally recognized overnight delivery service such as Federal Express for next business day delivery ("Overnight Delivery"), mailed certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses shown above, or such other addresses which the parties may provide to one another in accordance herewith. If notice is sent to Secured Party, a copy of such notice shall also be given to Ellen K. O'Brien, Esq., Kutak Rock LLP, 1801 California Street, Suite 3000, Denver, Colorado 80202. Notices delivered personally will be effective upon delivery to an authorized representative of the party at the designated address. Notices sent by Overnight Delivery will be effective the next business day after being deposited in Overnight Delivery. Notices sent by mail shall be effective upon execution by the addressee of the Return Receipt Requested.

22. **Consent of Debtor.** Debtor consents to the exercise by Secured Party of any rights of Debtor in accordance with the provisions of this Agreement.

23. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

24. **Amendment.** This Agreement may be modified or rescinded only by a writing expressly relating to this Agreement and signed by all of the parties.

25. **Termination.** This Agreement shall terminate, and shall be of no further force or effect, upon the earlier to occur of the repayment in full of the Obligations of Debtor or upon the mutual consent of Debtor and Secured Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, Debtor has executed this Pledge and Security Agreement as of the date first above written.

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ________________________________
   Jeff Markey, Manager

STATE OF Texas ss.

COUNTY OF Travis ss.

The foregoing instrument was acknowledged before me this 26 day of October, 2018, by Jeff Markey as Manager of Bouldin 2018 Lockhart GP LLC, a Texas limited liability company.

WITNESS my hand and official seal.

My commission expires: June 12, 2022.

JOSHUA FELTS
Notary ID #131602880
My Commission Expires June 12, 2022

Notary Public
EXHIBIT A
TO
PLEDGE AND SECURITY AGREEMENT
(Lockhart GP)

CONSENT AND AGREEMENT OF PARTNERS
CONSENT TO SECURITY INTEREST AND AGREEMENT
OF PARTNERS OF
BC 2018 LOCKHART, LP, A TEXAS LIMITED PARTNERSHIP

The undersigned, being all the partners of BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), hereby represent and certify to AHP HOUSING FUND 206, LLC, a Delaware limited liability company ("Secured Party"), as of October 31, 2018 as follows:

1. Each has received notice from Secured Party that Secured Party has a security interest in the following: 100% of the partnership interest in the Partnership owned by Bouldin 2018 Lockhart GP LLC, a Texas limited liability company ("Debtor"), and registered to Debtor (the "Collateral").

2. Other than the notice from Secured Party referred to above, the undersigned has not received any notice from any entity or person claiming an adverse claim against, lien on or security interest in the Collateral.

3. The security interest of Secured Party referred to above was duly registered in the books and records of the Partnership effective October 31, 2018.

4. Partnership interests in the Partnership are not represented in any certificate, instrument or document, and such interest may be assigned, transferred or pledged without the party receiving such assignment, transfer or pledge taking physical possession of any certificate, instrument or document.

5. The Partners hereby consent to the execution and delivery of the Pledge and Security Agreement by Debtor and agree hereby to be bound by Paragraph 4 thereof to assign, set over, transfer, distribute, pay and deliver the Collateral and any and all payments, proceeds or products due to Debtor under the Collateral to Secured Party.

6. The Partners hereby consent to the admission of Secured Party, its nominee, designee or any person acquiring its interest under the Pledge and Security Agreement, as a General Partner of the Partnership upon receipt of notice by Secured Party of an Event of Default by Debtor thereunder, and agree that Secured Party or such nominee, designee or person acquiring Secured Party's interest thereunder shall not be deemed to have assumed any of Debtor's liability by virtue of such admission as the General Partner of the Partnership.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the undersigned have executed this Consent to Security Interest and Agreement of Partners of BC 2018 Lockhart, LP as of the day and year first above written.

SOLE GENERAL PARTNER:

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ________________________________
    Jeff Markey, Manager

LIMITED PARTNER:

AHP HOUSING FUND 206, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By: ________________________________
    Michael L. Fowler, President
IN WITNESS WHEREOF, the undersigned have executed this Consent to Security Interest and Agreement of Partners of BC 2018 Lockhart, LP as of the day and year first above written.

SOLE GENERAL PARTNER:

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ________________________________

Jeff Markey, Manager

LIMITED PARTNER:

AHP HOUSING FUND 206, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By: ________________________________

Michael L. Fowler, President
Exhibit F

Pledge and Security Agreement
(Developer)
PLEDGE AND SECURITY AGREEMENT

(Developer)

THIS PLEDGE AND SECURITY AGREEMENT (this "Agreement") is made as of October 31, 2018, by BOULDIN COMMUNITIES, LLC, a Texas limited liability company ("Debtor"), whose address is 3801 N. Capital of TX Hwy, Suite E-204 #435, Austin, Texas 78746, for the benefit of AHP HOUSING FUND 206, LLC, a Delaware limited liability company ("Secured Party"), whose address is 10250 Constellation Boulevard, Suite 1270, Los Angeles, California 90067, Attention: Michael L. Fowler.

A. Bouldin 2018 Lockhart GP LLC, a Texas limited liability company (the "Lockhart GP"), is the General Partner of BC 2018 Lockhart, LP, a Texas limited partnership (the "Partnership"), and the Partnership is governed by its Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 (the "Partnership Agreement"). Capitalized terms not otherwise defined herein shall have the definitions given them in the Partnership Agreement.

B. Secured Party is the sole limited partner of the Partnership.

C. The Partnership and Debtor executed that certain Development Agreement (the "Development Agreement") dated of even date herewith, wherein, among other things, the Partnership agrees to pay Debtor a Development Fee under the terms of the Development Agreement (the "Development Fee").

D. In order to secure the full payment and performance by: (a) Debtor of all of Debtor's obligations, duties, expenses and liabilities under or in connection with the Development Agreement as the Development Agreement may be now or hereafter amended, modified or restated; and (b) Lockhart GP of all of Lockhart GP's obligations, duties, expenses and liabilities under or in connection with the Partnership Agreement and Lockhart GP Pledge, as the Partnership Agreement and Lockhart GP Pledge may be now or hereafter amended, modified or restated (such obligations, duties, expenses and liabilities set forth in clauses (a) and (b) hereof and all other sums of any kind which may or shall become due thereunder are collectively referred to herein as the "Obligations"), Debtor is entering into this Agreement for the benefit of Secured Party.

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

1. Definitions.

(a) "Collateral" shall mean the following:

(i) Any and all fees and charges to be paid by the Partnership to Debtor, whether now owned or hereafter acquired, whether arising under the Partnership Agreement, the Development Agreement, or otherwise, including, without limitation, the Development Fee; and
(ii) All products and proceeds, whether cash proceeds or noncash proceeds, and products of any and all of the foregoing.

(b) "Event of Default" shall mean an event of default described in Paragraph 8 herein.

2. Pledge of Collateral and Grant of Security Interest. Debtor does hereby unconditionally and irrevocably assign, pledge, convey, transfer, deliver, set over and grant unto Secured Party, its successors and assigns, as security for Debtor's, the Partnership's and Lockhart GP's complete and timely payment and performance of the Obligations, a continuing first priority security interest under the Uniform Commercial Code of the State of Texas in the Collateral and Debtor agrees, upon request, to deliver any other documents as Secured Party may reasonably request from time to time to further evidence, perfect or secure the liens and security interests created by this Agreement. Debtor acknowledges that Secured Party shall prepare and file UCC-1 Financing Statements suitable for filing in the appropriate jurisdictions with respect to the Collateral and consents to such filing.

3. Delivery to Secured Party. Debtor agrees to execute and to cause all other necessary parties, and any successors and assigns thereof, to execute and deliver to Secured Party such other agreements, instruments and documentation as Secured Party may reasonably request from time to time to effect the conveyance, transfer, and grant to Secured Party of each and all of Debtor's right, title and interest in and to the Collateral as security for the Obligations.

4. Proceeds and Products of the Collateral.

(a) Unless and until there occurs an Event of Default occurs and is continuing, Secured Party agrees to forbear in exercising its right to receive all benefits pertaining to the Collateral, and Debtor shall be permitted to exercise all rights and to receive all benefits of the Collateral, including, without limitation, the right to exercise all voting, approval, consent and similar rights of Debtor pertaining to the Collateral, payments due under, proceeds, whether cash proceeds or noncash proceeds, and products of the Collateral and retain and enjoy the same, provided, however, that Debtor shall not cast any vote or give any approval, consent, waiver or ratification or take any action which would be inconsistent with or violate any provision of this Agreement.

(b) Debtor acknowledges and agrees with Secured Party, that unless Secured Party otherwise consents, in Secured Party's sole discretion, Debtor shall not exercise any voting, approval, consent or other rights with respect to the Collateral at any time (i) after an Event of Default has occurred and is continuing; and (ii) delivery of notice from Secured Party instructing Debtor not to exercise any such voting, approval, consent or other rights with respect to the Collateral; provided, however, that Debtor shall exercise any such right it may have under the Development Agreement as is reasonably necessary to protect and preserve the Collateral.

(c) Upon or at any time after an Event of Default has occurred and is continuing, Secured Party, at its option to be exercised in its sole discretion, may exercise all rights and remedies granted under this Agreement, including, without limitation, the right to require the obligors under the Collateral to make all payments due under and to pay all proceeds,
whether cash proceeds or noncash proceeds, and products of the Collateral to Secured Party. Upon the giving of any such notice, the security constituted by this Agreement shall become immediately enforceable by Secured Party, without any presentment, further demand, protest or other notice of any kind, all of which are hereby expressly and irrevocably waived by Debtor. Debtor hereby authorizes and directs each respective obligor under the agreements constituting the Collateral, that upon receipt of written notice from Secured Party of an Event of Default by Debtor hereunder, to assign, set over, transfer, distribute, pay and deliver any and all Collateral or said payments, proceeds or products of the Collateral to Secured Party, at such address as Secured Party may direct, at such time and in such manner as Collateral and such payments, proceeds and products of the Collateral would otherwise be distributed, transferred, paid or delivered to Debtor. The respective obligors under the agreements constituting the Collateral shall be entitled to conclusively rely on such notice and make all such assignments and transfers of the Collateral and all such payments with respect to the Collateral and pay all such proceeds and products of the Collateral to Secured Party and shall have no liability to Debtor for any loss or damage Debtor may incur by reason of said reliance.

5. **No Assumption.** Notwithstanding any of the foregoing, whether or not an Event of Default has occurred, and whether or not Secured Party elects to foreclose on its security interest in the Collateral as set forth herein, neither the execution of this Agreement, receipt by Secured Party of any of Debtor's right, title and interest in and to the Collateral and the payments, proceeds and products of the Collateral, now or hereafter due to Debtor from any obligor of the Collateral, nor Secured Party's foreclosure of its security interest in the Collateral, shall in any way be deemed to obligate Secured Party to assume any of Debtor's obligations, duties, expenses or liabilities under the Collateral or any agreements constituting the Collateral, as presently existing or as hereafter amended, or under any and all other agreements now existing or hereafter drafted or executed (collectively, "Debtor's Liabilities”), unless Secured Party otherwise agrees to assume any or all of Debtor's Liabilities in writing. In the event of foreclosure by Secured Party of its security interest in the Collateral, Debtor shall remain bound and obligated to perform its Debtor's Liabilities and Secured Party shall not be deemed to have assumed any of Debtor's Liabilities, except as provided in the preceding sentence. If the entity or person acquiring the Collateral at a foreclosure sale elects to assume Debtor's Liabilities, such assignee shall agree to be bound by the terms and provisions of the applicable agreement.

6. **Indemnification.** Debtor hereby agrees to indemnify, defend and hold Secured Party, its successors and assigns harmless from and against any and all damages, losses, claims, costs or expenses (including reasonable attorneys' fees) and any other liabilities whatsoever, except those caused by Secured Party's gross negligence or willful misconduct, that Secured Party or its successors or assigns may incur by reason of this Agreement or by reason of any assignment by Debtor of Debtor's right, title and interest in and to any or all of the Collateral.

7. **Representations, Warranties and Covenants.** Debtor makes the following representations, warranties and covenants, which shall be deemed to be continuing representations, warranties and covenants in favor of Secured Party, and covenants and agrees to perform all acts necessary to maintain the truth and correctness, in all material respects, of the following:
(a) Debtor owns the Collateral free and clear of any and all claims, liens or encumbrances.

(b) Debtor has delivered to Secured Party true and complete copies of the Development Agreement and any other agreements pertinent to the Collateral, and such agreements are currently in full force and effect and have not been amended or modified except as disclosed to Secured Party in writing.

(c) Debtor has the full right and title to its interest in the Collateral and has the full power, legal right and authority to pledge, convey, transfer and assign such interest. None of the Collateral is subject to any existing or subsequent assignment, claim, lien, pledge, transfer or other security interest of any character, or to any attachment, levy, garnishment or other judicial process or to any claim for set-off, counterclaim, deduction or discount. Debtor shall not, without the prior written consent of Secured Party, which consent may be granted or denied in Secured Party’s sole discretion, further convey, transfer, set over or pledge to any party any of its interests in the Collateral. Debtor agrees to (i) warrant and defend its title to the Collateral and the security interest created by this Agreement against all claims of all persons (other than Secured Party and persons claiming through Secured Party), and (ii) maintain and preserve the Collateral and such security interests.

(d) Todd Erickson and Jeff Markey each own and control 50% of all classes of interests in Debtor, and shall jointly continue to own and control at all times during the term hereof 100% of all classes of interests of Debtor.

(e) Debtor’s Taxpayer Identification Number is 82-3655317, and its principal place of business is located at 3801 N. Capital of TX Hwy, Suite E-204 #435, Austin, Texas 78746.

(f) Debtor agrees that it shall not, without at least 30 days’ prior written notification to Secured Party, change its name or move or otherwise change its state of formation.

(g) Debtor shall not exercise any voting rights, or give any approvals, consents waiver or other ratifications in respect to the Collateral which would violate or contravene, or which would cause or otherwise authorize Debtor to violate or contravene, any provision of this Agreement.

(h) This Agreement and consummation of the transactions contemplated herein are not in conflict with and will not result in a breach of any of the terms, provisions or conditions of any other agreement or instrument to which Debtor may be bound, including, without limitation, the organizational documents for Debtor, or of any order, judgment, law, rule or regulation of any court or governmental body or administrative agency applicable to Debtor.

8. Event of Default. Each of the following shall constitute an Event of Default hereunder:
(a) An event of default has occurred under the Development Agreement or the Partnership Agreement, and such default shall not have been cured within any applicable grace period provided therein; or

(b) Any warranty, representation or statement of Debtor in this Agreement proves to have been false in any material respect when made or furnished and Debtor fails to correct the matter to make the warranty, representation, or statement accurate within 10 days after notice has been given to Debtor by Secured Party; or

(c) There occurs the issuance of a writ, order of attachment or garnishment with respect to any of the Collateral and such writ, order of attachment or garnishment is not dismissed and removed within 30 days thereafter; or

(d) A material breach or violation of any covenant or agreement contained herein has occurred, which is not cured within 10 days after notice has been given to Debtor by Secured Party.

9. Remedies.

(a) Upon the occurrence and continuation of an Event of Default, Secured Party may, by giving notice of such Event of Default, at its option, do any one or more of the following:

(i) Declare all of the Obligations secured hereby to be immediately due and payable, whereupon all unpaid principal and interest on said Obligations and other amounts declared due and payable shall become immediately due and payable without presentment, demand, protest or notice of any kind; and

(ii) Take possession of all or any of the Collateral, collect, and apply against the Obligations, all payments due, proceeds, whether cash proceeds or noncash proceeds, and products from any obligor under the agreements constituting the Collateral, that would otherwise be paid to Debtor; and

(iii) Either personally, or by means of a court appointed receiver, take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming under Debtor, and thereafter exercise all rights and powers of Debtor with respect to the Collateral or any part thereof. If Secured Party demands, or attempts to take possession of any of the Collateral in the exercise of any rights under this Agreement, Debtor promises and agrees to promptly turn over and deliver complete possession thereof to Secured Party; and

(iv) Without notice to or demand upon Debtor, make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith; and
(v) Require Debtor to take all actions necessary to deliver such Collateral to Secured Party, or an agent or representative designated by it. Secured Party, and its agents and representatives, shall have the right to enter upon any or all of Debtor's premises and property to exercise Secured Party's rights hereunder; and

(vi) Foreclose upon this Agreement as herein provided or in any manner permitted by law, and exercise any and all of the rights and remedies conferred upon Secured Party by the Development Agreement or the Partnership Agreement, or in any other document executed by Debtor in connection with the Obligations secured hereby, either concurrently or in such order as Secured Party may determine; and sell or cause to be sold in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, the Collateral, without affecting in any way the rights or remedies to which Secured Party may be entitled under the other such instruments; and

(vii) Sell or otherwise dispose of the Collateral at public sale, without having the Collateral at the place of sale, and upon terms and in such manner as Secured Party may determine. Secured Party may be a purchaser at any sale; and

(viii) Exercise any remedies of a secured party under the Uniform Commercial Code of the State of Texas or any other applicable law; and

(ix) The rights granted to Secured Party under this Agreement are of a special, unique, unusual and extraordinary character. The loss of any of such rights cannot reasonably or adequately be compensated by way of damages in any action at law, and any material breach by Debtor of any of Debtor's covenants, agreements or obligations under this Agreement will cause Secured Party irreparable injury and damage. In the event of any such breach, Secured Party shall be entitled, as a matter of right, to injunctive relief or other equitable relief in any court of competent jurisdiction to prevent the violation or contravention of any of the provisions of this Agreement or to compel compliance with the terms of this Agreement by Debtor. Secured Party is absolutely and irrevocably authorized and empowered by Debtor to demand specific performance of each of the covenants and agreements of Debtor in this Agreement. Debtor hereby irrevocably waives any defense based on the adequacy of any remedy at law which might otherwise be asserted by Debtor as a bar to the remedy of specific performance in any action brought by Secured Party against Debtor to enforce any of the covenants or agreements of Debtor in this Agreement.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor at least 10 days’ prior written notice of the time and place of any public sale of the Collateral subject to this Agreement or other intended disposition thereof to be made. Such notice shall be conclusively deemed to have been delivered to Debtor at the address set forth in Paragraph 7(d) of this Agreement, unless Debtor shall notify Secured Party in writing of its change of its principal place of business and provide Secured Party with the address of its new principal place of business.

(c) The proceeds of any sale under Paragraph 9(a) above shall be applied as follows:
(i) To the repayment of the costs and expenses of retaking, holding and preparing for the sale and the selling of the Collateral (including actual legal expenses and attorneys' fees) and the discharge of all assessments, encumbrances, charges or liens, if any, on the Collateral prior to the lien hereof (except any taxes, assessments, encumbrances, charges or liens subject to which such sale has been made);

(ii) To the payment of the whole amount then due and unpaid of the Obligations;

(iii) To the payment of all other amounts then secured hereby; and

(iv) The aggregate surplus, if any, shall be paid to Debtor in a lump sum, without recourse to Secured Party, or as a court of competent jurisdiction may direct.

(d) Secured Party has the right to enforce one or more remedies hereunder and/or under the Development Agreement, successively or concurrently, and such action shall not operate to estop or prevent Secured Party from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Debtor until full payment of any deficiency has been made in cash.

(e) DEBTOR ACKNOWLEDGES THAT SECURED PARTY MAY BE UNABLE TO EFFECT A PUBLIC SALE OF ALL OR ANY PART OF THE COLLATERAL AND MAY BE COMPELLED TO RESORT TO ONE OR MORE PRIVATE SALES TO A RESTRICTED GROUP OF PURCHASERS WHO WILL BE OBLIGATED TO AGREE, AMONG OTHER THINGS, TO ACQUIRE THE COLLATERAL FOR THEIR OWN ACCOUNT, FOR INVESTMENT AND NOT WITH A VIEW TO THE DISTRIBUTION OR RESALE THEREOF. DEBTOR FURTHER ACKNOWLEDGES THAT ANY SUCH PRIVATE SALES MAY BE AT PRICES AND ON TERMS LESS FAVORABLE THAN THOSE OF PUBLIC SALES, AND AGREES THAT SUCH PRIVATE SALES SHALL BE DEEMED TO HAVE BEEN MADE IN A COMMERCIALLY REASONABLE MANNER AND THAT SECURED PARTY HAS NO OBLIGATION TO DELAY SALE OF ANY COLLATERAL TO PERMIT THE ISSUER THEREOF TO REGISTER IT FOR PUBLIC SALE UNDER THE SECURITIES ACT OF 1933. DEBTOR AGREES THAT SECURED PARTY SHALL BE PERMITTED TO TAKE SUCH ACTIONS AS SECURED PARTY DEEMS REASONABLY NECESSARY IN DISPOSING OF THE COLLATERAL TO AVOID CONDUCTING A PUBLIC DISTRIBUTION OF SECURITIES IN VIOLATION OF THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE, AS NOW ENACTED OR AS THE SAME MAY IN THE FUTURE BE AMENDED, AND ACKNOWLEDGES THAT ANY SUCH ACTIONS SHALL BE COMMERCIAL REASONABLE. IN ADDITION, DEBTOR AGREES TO EXECUTE, FROM TIME TO TIME, ANY AMENDMENT TO THIS AGREEMENT OR OTHER DOCUMENT AS SECURED PARTY MAY REASONABLY REQUIRE TO EVIDENCE THE ACKNOWLEDGMENTS AND CONSENTS OF DEBTOR SET FORTH IN THIS PARAGRAPH.

10. Attorneys' Fees. Debtor agrees to pay to Secured Party, without demand, reasonable attorneys' fees and all costs and other expenses which Secured Party expends or
11. **Further Documentation.** Debtor hereby agrees to execute, from time to time, one or more financing statements and such other instruments as may be required to perfect the security interest created hereby, including any continuation or amendments of such financing statements, and pay the cost of filing or recording the same in the public records specified by Secured Party.

12. **Waiver and Estoppel.** Debtor represents and acknowledges that it knowingly waives each and every one of the following rights, and agrees that it will be estopped from asserting any argument to the contrary: (a) any promptness in making any claim or demand hereunder; (b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of Debtor or the failure to file or enforce a claim against Debtor's estate (in administration, bankruptcy or any other proceeding); (c) any defense based upon an election of remedies by Secured Party which destroys or otherwise impairs any or all of the Collateral; (d) the right of Debtor to proceed against Secured Party or any other person, for reimbursement; (e) all duty or obligation of Secured Party to perfect, protect, retain or enforce any security for the payment of amounts payable by Debtor hereunder; and (f) any defense based on modification of the indebtedness secured hereby.

13. **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT HEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY; AND EACH PARTY TO THIS AGREEMENT AGREES THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

14. **No Continuing Waiver.** No delay or failure on the part of Secured Party in the exercise of any right or remedy against Debtor or any other party against whom Secured Party may have any rights, shall operate as a waiver of any agreement or obligation contained herein, and no single or partial exercise by Secured Party of any rights or remedies hereunder shall
preclude other or further exercise thereof or other exercise of any other right or remedy whether contained in this Agreement or in any of the other documents regarding the Obligations, including without limitation the Development Agreement and the Partnership Agreement. No waiver of the rights of Secured Party hereunder or in connection herewith and no release of Debtor shall be effective unless in writing executed by Secured Party. No actions of Secured Party permitted under this Agreement shall in any way impair or affect the enforceability of any agreement or obligation contained herein.

15. **Independent Obligations.** The obligations of Debtor are independent of the obligations of any other party which may be initially or otherwise responsible for performance or payment of the Obligations, and a separate action or actions for payment, damages or performance may be brought and prosecuted by Secured Party against Debtor, individually, for the full amount of the Obligations then due and payable, whether or not an action is brought against any other party, whether or not Secured Party is involved in any proceedings and whether or not Secured Party or Debtor or other person is joined in any action or proceedings.

16. **No Offset Rights of Debtor.** No lawful act of commission or omission of any kind or at any time upon the part of Debtor shall in any way affect or impair the rights of Secured Party to enforce any right, power or benefit under this Agreement, and no set-off, recoupment, counterclaim, claim, reduction or diminution of any obligation or any defense of any kind or nature which Debtor has or may have against Secured Party or against any other party shall be available against Secured Party in any suit or action brought by Secured Party to enforce any right, power or benefit under this Agreement.

17. **Power of Attorney.** Debtor hereby appoints Secured Party as its attorney-in-fact to execute and file on its behalf any financing statements, continuation statements or other documentation required to perfect or continue the security interest created hereby. This power, being coupled with an interest, shall be irrevocable until all amounts secured hereby have been paid, satisfied and discharged in full.

18. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF ITS CONFLICT OF LAWS PRINCIPLES. SUCH PARTIES FURTHER AGREE THAT IN THE EVENT OF DEFAULT, THIS AGREEMENT MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION IN DALLAS, TEXAS AND THEY DO HEREBY SUBMIT TO THE JURISDICTION OF ANY AND ALL SUCH COURTS REGARDLESS OF THEIR PRINCIPAL PLACE OF BUSINESS OR WHERE THIS AGREEMENT MAY BE EXECUTED.

19. **Successors and Assigns.** All agreements, covenants, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

20. **Notices.** Whenever any party hereto shall desire to, or be required to, give or serve any notice, demand, request or other communication with respect to this Agreement, each such notice, demand, request or communication shall be in writing and shall be effective only if the same is delivered by personal service (including, without limitation, courier or express
service), deposited with a nationally recognized overnight delivery service such as Federal Express for next business day delivery ("Overnight Delivery"), mailed certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses shown above, or such other addresses which the parties may provide to one another in accordance herewith. If notice is sent to Secured Party, a copy of such notice shall also be given to Ellen K. O'Brien, Esq., Kutak Rock LLP, 1801 California Street, Suite 3000, Denver, Colorado 80202. Notices delivered personally will be effective upon delivery to an authorized representative of the party at the designated address. Notices sent by Overnight Delivery will be effective the next business day after being deposited in Overnight Delivery. Notices sent by mail shall be effective upon execution by the addressee of the Return Receipt Requested.

21. **Consent of Debtor.** Debtor consents to the exercise by Secured Party of any rights of Debtor in accordance with the provisions of this Agreement.

22. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

23. **Amendment.** This Agreement may be modified or rescinded only by a writing expressly relating to this Agreement and signed by all of the parties.

24. **Termination.** This Agreement shall terminate, and shall be of no further force or effect, upon the earlier to occur of the repayment in full of the Obligations or upon the mutual consent of Debtor and Secured Party.

25. **Expenses.** Debtor shall pay all reasonable out-of-pocket fees and charges incurred by Secured Party in connection with this Agreement and the documents entered into in connection therewith, including, without limitation, reasonable attorneys' fees incurred by Secured Party.

26. **Right to Make Distributions.** Except upon the occurrence and during the continuance of an Event of Default, Debtor shall have the right without the Consent of Secured Party to make distributions to its members ("Permitted Distributions") of proceeds of any distributions and payments received by Debtor from the Partnership or from any capital contributions of its members. Any such Permitted Distributions shall be free and clear of the lien created by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, Debtor has executed this Pledge and Security Agreement as of the date first above written.

DEBTOR:

Bouldin Communities, LLC, a Texas limited partnership

By: ____________________________

Jeff Markey, Manager

STATE OF Texas )
COUNTY OF Travis ) ss.

The foregoing instrument was acknowledged before me this 26 day of October, 2018, by Jeff Markey as Manager of Bouldin Communities, LLC, a Texas limited liability company.

WITNESS my hand and notarial seal.

My commission expires: June 12, 2022

JOSHUA FELTS
Notary ID #1316022880
My Commission Expires June 12, 2022

Notary Public
## Exhibit G

### Development Budget

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<td><strong>TOTAL BUDGET</strong></td>
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Exhibit H
Management Agreement
MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of October 31, 2018, by and between BC 2018 LOCKHART, LP, a Texas limited partnership ("Owner"), and ALPHA BARNES REAL ESTATE SERVICES II, LLC, a Texas limited liability company ("Manager").

A. Owner is the owner of a 48-unit multifamily apartment complex intended for rental to persons of low and moderate income, known as Lockhart Springs, and located in Lockhart, Texas (the "Apartment Complex").

B. Bouldin 2018 Lockhart GP LLC, a Texas limited liability company, as the general partner (the "Lockhart GP"), and AHP Housing Fund 206, LLC, a Delaware limited liability company ("AHF"), as the limited partner, are the sole partners of Owner.

C. Owner is governed by its Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 (the "Partnership Agreement"). Capitalized terms used but not defined herein have the meanings set forth in the Partnership Agreement.

D. Manager is engaged in the business of property management.

E. Owner desires to engage Manager as property manager under the terms set forth in this Agreement.

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

1. Definitions.

"Affiliate" means any person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with a designated Person.

"Agency" means the Texas Department of Housing and Community Affairs, in its capacity as the designated agency of the State to allocate Tax Credits, acting through any authorized representative.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of succeeding law.

"Completion" means the lien-free completion of construction of the Apartment Complex in compliance with the plans and specifications approved by AHF, including without limitation, completion or correction of all punchlist items and seasonal items such as landscaping to the satisfaction of AHF, the issuance of all necessary permanent certificates of occupancy from the applicable governmental jurisdictions and authorities for 100% of the units in the Apartment Complex, and payment and release of all liens of subcontractors, materialmen, and other providers of labor, equipment, material and/or services to the Apartment Complex and related land as evidenced by the receipt of all unconditional lien releases from all such
subcontractors, materialmen and all other providers of labor, equipment, material and/or services to the Apartment Complex and related land.

"Confidential Information" shall mean the books, records, business practices, methods of operations, computer software, financial models, financial information, policies and procedures, and all other information relating to Owner and the Apartment Complex (including any such information relating to the Apartment Complex generated by Manager), which is not available to the public.

"Excluded Revenues" means any revenues from condemnation or casualty proceeds, any cash advances from Owner or any partner of Owner, loss of rental insurance; refunds or rebates from suppliers or vendors, revenue from the sale of any personal or real property of Owner, late charges, cleaning fees, pet fees, deposits, or from any source other than the customary operations of the Apartment Complex.

"Extended Use Agreement" means the extended low-income housing commitment executed or to be executed by Owner and properly recorded in the appropriate land records for the jurisdiction in which the Apartment Complex is located, setting forth certain terms and conditions under which the Apartment Complex is to be operated and which meets the requirements of Section 42(h)(6)(B) of the Code.

"Gross Operating Revenues" means the actual monthly cash collections from the customary operations of the Apartment Complex consisting of rental, vending machine and laundry room receipts net of any costs or expenses, forfeited or applied deposits, rent claim settlements net of any collection fees, lease termination or modification payments, and other operating receipts, excluding applicable sales tax and refundable deposits; Gross Operating Revenues shall not include Excluded Revenues.

"Person" means any individual, partnership, corporation, trust, limited liability company or other entity.

"Project Lenders" shall mean any Person in its capacity as a holder of a loan on the Apartment Complex.

"Project Loans" shall mean the loans and indebtedness of Owner to the Project Lenders.

"Regulatory Agreement" means, to the extent applicable, and collectively, any regulatory agreements and/or any declaration of covenants and restrictions heretofore or hereafter entered into between Owner and the Project Lenders or any applicable government agency setting forth certain terms and conditions under which the Apartment Complex is to be operated, including without limitation the Extended Use Agreement required in connection with the Tax Credits under Section 42 of the Code.

"Regulatory Requirements" means, collectively, (a) the Tax Credit Tests, (b) the Regulatory Agreement, (c) the requirements in Section 42(g)(2)(D) of the Code that the next available unit must be rented to a low-income tenant if income rises above 140% of income
limit; (d) rules and regulations regarding qualification for Tax Credits where units are vacant; and (e) rules and regulations of the Agency.

"Reserve For Replacements" means the cash funded reserve for replacements required by AHF or the Project Lenders in connection with the Project Loans, which shall be used exclusively for replacement expenditures (and not operational expenditures) for the Apartment Complex. Owner shall fund a Reserve For Replacements in an amount equal to $250.00 per apartment per year, increasing by 3% per year. Concurrently with AHF’s funding of the Third Capital Contribution, Owner shall fund the Reserve For Replacements with $12,000.00. In addition, commencing on the first day of each calendar month after Completion, the annual amount of contributions to the Reserve For Replacements shall be funded in twelve (12) equal monthly payments, provided that Owner shall increase the minimum funding of the Reserve For Replacements if necessary to comply with sound asset management principles. If the terms of a Project Loan impose more strict requirements regarding the funding and/or use of Reserve For Replacements, such more strict requirements shall apply.

"Tax Credit" means the low-income housing tax credit allowed for low-income housing projects pursuant to Section 42 of the Code.

"Tax Credit Tests" means that: (a) at least 40% of the units in the Apartment Complex must be occupied by households with income at or below 60% of the area median gross income as required by Section 42(g)(1) of the Code; (b) gross rents paid by tenants of low-income units in the Apartment Complex must not exceed 30% of the qualifying income standard applicable to the Apartment Complex as required by Section 42(g)(2)(A) of the Code; and (c) at least 80% the gross income from the Apartment Complex in every year must be rental income from or with respect to dwelling units in the Apartment Complex used to provide living accommodations not on a transient basis.

2. Appointment of Manager. On and subject to the terms and conditions of this Agreement, Owner hereby retains Manager commencing on October 31, 2018 (the "Commencement Date") to manage and lease the Apartment Complex.

3. Term. This Agreement shall commence on the Commencement Date and, subject to Section 10 of this Agreement, shall expire on the date twelve months from the Commencement Date (the "Original Term"). The term will be automatically renewed at the end of the Original Term or any later Renewal Term (each term after the Original Term being referred to herein as a Renewal Term) for an additional one year, unless terminated in accordance with the provisions of such Section 10. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

4. Management Fees. In consideration of the performance by Manager of its duties and obligations hereunder, Owner shall pay to Manager a management fee ("Management Fee") equal to 5% of Gross Operating Revenues, which fee is calculated with respect to the preceding calendar month and payable on the tenth day of each calendar month, beginning with the month after the month during which the Commencement Date occurs. Manager shall submit to Owner an invoice detailing the calculation of the Management Fee each month, no later than the fifth day of the next succeeding month. If the first or last month of this Agreement is not a complete
calendar month, the Management Fee for such month shall be calculated on the basis of Gross Operating Revenues for the entire month, and the amount payable for such month shall then be prorated based on the number of days during such month that this Agreement was in effect.

5. **Authority and Responsibilities of Manager.**

   (a) **Independent Contractor.** In the performance of its duties hereunder, the Manager shall be and act as an independent contractor, with the sole duty to supervise, manage, operate, control and direct performance of the details of its duties incident to the specified duties and obligations hereunder, subject to the rights of Owner, as described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or otherwise to create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

   (b) **Standard of Care.** Manager shall perform its duties and obligations in a professional, competent, businesslike and efficient manner as would a first class property manager of apartment projects similar to the Apartment Complex and as of apartment projects generating Tax Credits.

   (c) **Depository Accounts.** All rents and other revenue from the Apartment Complex shall be deposited by Manager into one or more deposit accounts designated by Owner and insured by the Federal Deposit Insurance Corporation (each a "Depository Account"). The Depository Account shall be the sole and exclusive property of Owner, and Manager shall retain no interest therein. Manager shall not commingle the Depository Account with any other funds. Checks may be drawn upon such Depository Account only by persons authorized by Owner in writing to sign checks, at least one of whom shall be a designee of Manager. No loans shall be made from the Depository Account. Manager shall not use a "standardized clearing account" for any Depository Account. The Depository Account shall be established in the name of the Manager to be held in trust for Owner.

   (d) **Security Deposits.** Manager shall deposit and maintain all security deposits in a separate account designated by Owner and insured by the Federal Deposit Insurance Corporation (the "Security Account"). Manager shall fully fund all security deposits into the Security Account, notwithstanding whether local law requires full funding. The Security Account shall be a segregated account that is distinct from the Depository Account and any other accounts relating to the Apartment Complex or the Manager. The Security Account shall be the sole and exclusive property of Owner, and Manager shall retain no interest therein. Manager shall not commingle the Security Account with any other funds. Checks may be drawn upon the Security Account only by persons authorized by Owner in writing to sign checks, at least one of whom shall be a designee of Manager. No loans shall be made from the Security Account. Manager shall not use a "standardized clearing account" for the Security Account. The Security Account shall be established in the name of the Manager to be held in trust for Owner.

   (e) **Budgets.** Manager shall prepare and present to Owner in a format approved by Owner, prior to the Commencement Date and annually thereafter, by October 15, annual operating budgets for the following calendar year for the Apartment Complex; which
once approved by Owner, AHF and Manager shall be the budget ("Budget"). Each of Owner and AHF shall submit its response to such proposed budgets to the Manager within 45 days after its receipt of such proposed budgets; each such response shall either evidence approval of the proposed budgets or shall contain specific comments and recommendations with respect thereto. If such responses are not submitted to Manager within such period, Owner and AHF will be deemed not to have approved such budget, and the approved budget for the current Fiscal Year shall carry-over and apply to the next Fiscal Year. Except in cases of emergency, without the written approval of Owner, Manager shall not incur any expenses that are not included within the approved budget for the current year. Once a Budget is approved by Owner, any variations or changes must be approved by Owner in writing.

(f) **Leasing, Collection of Rents, Etc.**

(i) Manager shall use its best efforts consistent with the standard of care set forth herein to lease apartment units in accordance with the Regulatory Requirements, retain residents and maximize Gross Operating Revenues.

(ii) Manager shall sign apartment leases in its capacity as property manager hereunder. Manager shall only sign leases in the form of lease approved by Owner. Manager shall not enter into any lease which has a term greater than 12 months.

(iii) Manager shall collect rents, security deposits and other charges payable by tenants in accordance with the tenant leases, and shall collect Gross Operating Revenues due Owner with respect to the Apartment Complex from all other sources, and shall deposit all such monies received immediately upon receipt as provided in Section 5(c) and Section 5(d) of this Agreement. If Manager receives Excluded Revenues, Manager shall immediately deposit same in an account designated by Owner.

(iv) Manager shall pay all debt service, monthly bills and insurance premiums on the Apartment Complex from the Depository Account. Manager shall also transfer funds from the Depository Account into the account designated by Owner as the Reserve For Replacements account.

(v) Manager shall, at Owner's expense, terminate leases, evict tenants, institute and settle suits for delinquent payments as Manager deems advisable, subject to other provisions of this Agreement. In connection therewith, Manager may, at Owner's expense from available cash flow, as limited by the provisions of Section 5(m) of this Agreement, consult and retain legal counsel.

(vi) Manager shall, on the twenty-fifth (25th) day of each month, pay Owner an amount equal to Gross Operating Revenues, less amounts paid for approved operating expenses of the Apartment Complex in accordance with this Agreement.

(vii) Manager acknowledges Owner's objective of obtaining Tax Credits for 83% of the units in the Apartment Complex. Manager represents and warrants that it is familiar with Section 42 of the Code and the Regulatory Requirements.
(viii) Manager agrees to operate the Apartment Complex in a manner which meets the Regulatory Requirements, including but not limited to the following:

(A) causing the apartment units in the Apartment Complex to be leased to suitable tenants who comply with all Regulatory Requirements;

(B) obtaining from all tenants in the Apartment Complex the right to receive annual reports from such tenants concerning their incomes and family sizes and any other information required by the Regulatory Requirements;

(C) execution of a lease for any rental unit in respect of which Tax Credits have been allocated to Owner only upon first obtaining certification from the tenant, and such other information as may be necessary for the Manager to determine that the tenant satisfies the income criteria for low-income housing;

(D) preparation for Owner's signature, and filing in a proper manner, of the annual certifications required by the provisions of law referred to in Section 42(g)(4) of the Code; and

(E) causing the Apartment Complex to be operated in a manner that complies with all other statutes, regulations and agreements which must be complied with in order for Owner to obtain the Tax Credits with respect to at least 83% of the units in the Apartment Complex.

(ix) Manager agrees that it will comply with the requirements of Section 42 of the Code relating to residential building operations.


(xi) The responsibilities and services included in this Section 5 as part of Manager's duties shall not entitle Manager to any additional compensation over and above the Management Fee. Manager shall not be entitled to any compensation based upon any Apartment Complex financing or sale of the Apartment Complex, unless Manager is engaged pursuant to a separate agreement approved in writing by AHF to provide brokerage services in connection therewith, in which case Manager's right to compensation for Apartment Complex financing or sale shall be based upon such separate agreement.

(g) **Repair, Maintenance and Service.**

(i) Manager shall maintain the Apartment Complex in good repair and condition, consistent with the standard of care set forth herein.

(ii) Subject to the other terms and conditions of this Agreement, Manager in its capacity hereunder shall execute contracts for water, electricity, gas, telephone, television, vermin or pest extermination and any other services which are necessary to properly
maintain the Apartment Complex. Manager shall, in Owner's name and at Owner's expense, out of available cash flow, hire and discharge independent contractors for the repair and maintenance of the Apartment Complex. Other than tenant leases, which Manager is authorized to execute hereunder, Manager shall not, without the prior written consent of Owner, enter into any contract in name of Owner which may not be terminated without payment of penalty or premium with 30 days' notice. Manager shall act at arm's length with all contractors and shall employ no Affiliates of Manager or the General Partner without the prior written consent of Owner and AHF.

(h) Manager's Employees. Manager shall have in its employ at all times a sufficient number of employees to enable it to professionally manage the Apartment Complex in accordance with the terms of this Agreement. Manager shall prepare, execute and file all forms, reports and returns required by applicable laws. All payroll costs for on-site employees shall be at Owner's expense from available cash flow. However, Owner shall not pay or reimburse Manager for all or any part of Manager's general, administrative and overhead expenses, including salaries and payroll expenses of personnel of Manager not working full time on-site. All matters pertaining to the employment and supervision of such employees shall be the sole responsibility of the Manager, which in all respects shall be the employer of such employees, and Owner shall have no liability with respect to such matters.

(i) Manager's Insurance. With respect to its operations of the Apartment Complex, Manager shall carry, (i) worker's compensation insurance for compensation to any person engaged in the performance of any work undertaken under this Agreement, including employer's liability coverage with limits of not less than $1,000,000.00 for each employee and each disease; such policy must be in compliance with the statutory requirements of the state in which the Apartment Complex is located, (ii) commercial general liability insurance and excess/umbrella liability insurance policies with combined limits of not less than $5,000,000.00 per occurrence and in the aggregate; such policies shall be written on an occurrence basis, and include contractual liability and other provisions as Owner shall reasonably require, (iii) a crime insurance policy including insuring agreement for employee dishonesty, forgery and alteration, theft, disappearance and destruction, and robbery and safe burglary, with limits of liability for each insuring agreement not less than $100,000.00, with a maximum deductible of $1,000.00 per claim, (iv) if the Manager provides services similar to those set forth in this Agreement to third-party clients with which the Manager has no other affiliation, a professional liability insurance policy covering all the activities of Manager; such policy shall be written on a "claims made" basis, with limits of at least $1,000,000.00 in the aggregate and with a maximum deductible of $10,000.00, and (v) such other insurance as a first class property manager of apartment projects similar to the Apartment Complex would carry, or as reasonably required by Owner. Any loss within the deductibles shall be borne by Manager. All policies of insurance shall be maintained in effect during the period of the Agreement. Each policy shall be from an insurance company rated "A-" or higher by the A.M. Best Insurance Guide, with a financial size category rating of 12 or higher. Each policy shall be endorsed to include the provision giving Owner at least 30 days prior written notice of cancellation, non-renewal or material change of the policy. The Commercial General Liability insurance policy shall be endorsed to include as additional insured Owner and AHF. Manager shall furnish Owner with copies of all such endorsements, and with Certificates of Insurance evidencing such policies and the renewals thereof. Owner shall further have the right to receive full copies of the insurance policies for its review. Other than the cost
for worker's compensation insurance, the Manager shall pay without any right of reimbursement all costs of maintaining the insurance required under this Section.

(j) **Owner's Insurance.** Owner shall carry, at its expense, such insurance as it deems appropriate. Manager shall be named as an additional insured.

(k) **Waiver of Subrogation.** Manager hereby waives any and all rights of recovery against Owner, its officers, agents, partners and employees occurring out of the ownership, management and operation of the Apartment Complex for loss or damage as a result of any casualty covered and to the extent covered by its insurance policies. The Manager shall, upon obtaining the policies of insurance required by this Section, notify the insurance carrier that the foregoing waiver is contained in this Agreement and shall require such carrier to include an appropriate waiver of subrogation provision in the insurance policies.

(l) **Maintenance of Records.** Manager agrees to keep and maintain at all times all necessary books and records relating to the leasing, management and operation of the Apartment Complex, including all books and records relating to the reporting requirements under Code Section 42, and to prepare and render to Owner monthly itemized accounts of receipts and disbursements incurred in connection with its leasing operation and management and a rent roll report itemizing tenants, lease expiration dates and rental rates by the 20th day of the following month. Unless Owner, in writing, expressly directs, Manager shall not be required to file any reports other than such monthly statements. An annual audit report shall be prepared at Owner's expense, out of available cash flow, showing a balance sheet and an income and expense statement, all in reasonable detail and certified by an independent Certified Public Accountant. All books, correspondence and data pertaining to the leasing, management and operation of the Apartment Complex shall, at all times, be safely preserved. Such books, correspondence and data shall be available to Owner at all reasonable times, and shall, upon the termination of this Agreement be delivered to Owner in their entirety and upon request of Owner be delivered to Owner within 30 days of such request. Manager shall maintain files of all original documents relating to reporting requirements under Section 42 of the Code, leases, vendors and all other business of the Apartment Complex in an orderly fashion at the Apartment Complex, which files shall be the property of Owner and shall at all times be open to Owner's inspection and available for copying at Owner's request.

(m) **Operating Expenses.** Manager shall use reasonable efforts to minimize operating expenses by obtaining competitive pricing on all services and obtaining at least three bids on expenditures exceeding $10,000.00. Manager shall use reasonable efforts to comply with the limitations on expenditures set forth in the Budget. Manager shall obtain Owner's prior written consent before incurring on behalf of Owner any single expenditure in excess of $5,000.00 excluding utility bills and other normal and recurring expenses included in the Budget, except in an emergency in which case Manager may incur such expenses as are reasonably necessary to protect life and property. Manager shall notify Owner of any such emergency expenses as soon as practicable after they are incurred but in no event later than three days thereafter. Manager shall not request payment of any invoices, whether to itself or a third party, marked-up above cost, nor shall Manager request payment of any compliance fees, marketing fees, mark-up on employees' salary or travel or fees for personnel off-site.
(n) Legal Proceedings and Compliance with Applicable Laws.

(i) Manager shall promptly notify Owner, AHF, and each insurance carrier whose policy may cover a related claim, in writing, of the receipt of, or attempted service on Manager of, any demand, notice or legal process, or the occurrence of any casualty loss, injury or damage on or about the Apartment Complex.

(ii) Manager acknowledges that it is not authorized to accept service of process or any other notice on behalf of Owner. Manager shall not make representations or provide information to any Person that is inconsistent with the foregoing.

(iii) Manager shall immediately provide copies to AHF of all notices and other written communications from Owner's insurance carriers with respect to accepting coverage, appointing counsel or any other matter related to a claim against Owner.

(iv) Manager shall immediately provide notice to AHF of any oral or written communication relating to the Apartment Complex that Manager receives from a governmental or regulatory agency. Manager shall promptly provide AHF with a complete copy of any such written materials.

(v) Manager shall fully comply and cause its employees to fully comply, with all applicable laws in connection with this Agreement and the performance of its obligations hereunder, including all federal, state and local laws, ordinances and regulations relative to the leasing, use, operation, repair and maintenance of the Apartment Complex and the operations of Manager, including without limitation, laws prohibiting discrimination in housing, employment laws (including those related to unfair labor practices), laws regarding tenant security deposits and laws regarding the storage, release and disposal of hazardous materials, and toxic substances, including without limitation, asbestos, petroleum and petroleum products.

(vi) Manager agrees that it shall not, and shall not permit its employees to, cause any hazardous materials or toxic substances, to be stored, released or disposed of on or in the Apartment Complex except as may be incidental to the operation of the Apartment Complex (e.g., cleaning supplies, fertilizers, paint, pool supplies and chemicals) and then only in complete compliance with all applicable laws and regulations and in conformity with good property management. If (A) there is a violation of applicable laws regarding the storage, release and disposal of such hazardous materials, or toxic substances, or (B) Manager reasonably believes that the storage, release or disposal of any hazardous material, petroleum product, or toxic substances, could cause liability to Owner, including any releases caused by tenants, third parties or employees, on the Apartment Complex, Manager shall notify Owner immediately.

(vii) Subject to the Regulatory Requirements, the Manager agrees that the Apartment Complex shall be offered to all prospective tenants on a nondiscriminatory basis without regard to race, color, religion, sex, family status, handicap or national origin in accordance with applicable law.

(o) Computers. All computers, hardware, software, computer upgrades and maintenance in connection therewith shall be at Owner's expense.
(p) **Compliance Consultant.** The Manager acknowledges that Owner has engaged or shall engage a compliance consultant for Owner during the Compliance Period. Owner and Manager may select A.J. Johnson Consulting Services, Inc. as the compliance consultant for Owner or such other compliance consultant Consented to by AHF.

(q) **On-Site Property Manager.** Manager shall provide 10 days prior written Notice to Owner and AHF for any change in the on-site property manager for the Apartment Complex.

6. **Representations and Duties of Manager.** The Manager represents, warrants, covenants and agrees that:

(a) Manager has the authority to enter into and to perform this Agreement, to execute and deliver all documents relating to this Agreement, and to incur the obligations provided for in this Agreement.

(b) When executed, this Agreement shall constitute the valid and legally binding obligations of Manager in accordance with its terms.

(c) Manager has all necessary licenses, consents and permissions to enter into this Agreement, manage the Apartment Complex, and otherwise comply with and perform Manager's obligations and duties hereunder. Manager shall comply with any conditions or requirements set out in any such licenses, consents and permissions, and shall at all times operate and manage the Apartment Complex in accordance with such conditions and requirements.

(d) During the term of this Agreement, Manager will be a valid limited liability company, duly organized under the laws of the State of its formation, and shall have full power and authority to manage the Apartment Complex, and otherwise comply with and perform Manager's obligations and duties under this Agreement.

(e) The Apartment Complex shall be managed in a manner to satisfy all restrictions, including tenant income and rent restrictions, applicable to projects generating Tax Credits.

(f) Manager shall comply with any requirements under applicable environmental laws, regulations and orders which affect the Apartment Complex.

(g) Manager shall cause the Apartment Complex to be operated in a manner so that all requirements shall be met which are necessary to obtain or achieve (i) compliance with the Tax Credit Tests, and any other requirements necessary for the Apartment Complex to initially qualify, and to continue to qualify, for Tax Credits, including all applicable requirements set forth in the Regulatory Agreement and the Extended Use Agreement, (ii) issuance of Forms 8609, and (iii) issuance of all necessary permanent unconditional certificates of occupancy, including all governmental approvals required to permit occupancy of all of the apartment units in the Apartment Complex.

(h) Manager shall familiarize itself with the Partnership Agreement and the Project Documents and comply with the requirements therein for the Reserve For Replacements.
Withdrawals from the Reserve For Replacements shall be subject to the approval of Owner and AHF, in their sole discretion.

7. **Representations of Owner.** Owner represents and warrants, that:

   (a) Owner has the authority to enter into and to perform this Agreement, to execute and deliver all documents relating to this Agreement, and to incur the obligations provided for in this Agreement; and

   (b) when executed, this Agreement, together with all documents executed pursuant hereto, shall constitute the valid and legally binding obligations of Owner in accordance with its terms.

8. **Indemnification.**

   (a) **Indemnification of Owner.** The Manager shall indemnify, protect, defend (with legal counsel approved by Owner) and hold harmless Owner and Owner's partners, together with their respective officers, directors, agents, employees and affiliates (collectively "Indemnitees") from and against any and all claims, demands, actions, liabilities, losses, costs, expenses, damages, penalties, interest, fines, injuries and obligations, including reasonable attorneys' fees, court costs and litigation expenses ("Claims") incurred by any Indemnitee as a result of (i) any act by Manager (or any officer, agent, employee or contractor of Manager) outside the scope of Manager's authority hereunder, (ii) any act or failure to act by Manager (or any officer, agent, employee or contractor of Manager) constituting negligence, misconduct, fraud or breach of this Agreement, other than as covered by Owner's insurance (for negligence or misconduct only) and to the extent Owner's insurance is available, (iii) Claims made by current or former employees or applicants for employment arising from hiring, supervising or firing same, or (iv) any act or omission by Manager, its employees, officers, agents or contractors in violation of any applicable law.

   (b) **Indemnification of Manager by Owner.** Owner shall indemnify, protect, defend and hold harmless Manager from and against any and all Claims incurred by Manager resulting from performance of its obligations under this Agreement, except that this indemnification shall not apply with respect to any Claims (i) resulting from any act by Manager outside the scope of Manager's authority hereunder, (ii) resulting from any act or failure to act constituting negligence, misconduct, fraud or breach of this Agreement, (iii) resulting from Claims made by current, former employees or applicants for employment arising from hiring, supervising or firing same, or (iv) any act by Manager, its employees, agents or contractors in violation of any applicable law. Owner shall control, without recourse, all aspects of Manager's defense against any Claims in matters in which Manager is entitled to indemnification under this Paragraph 8(b). If at any time during the course of such defense Owner determines, in its reasonable judgment, that such Claim results from an event, action or nonaction for which Manager is not entitled to indemnification hereunder, Owner shall automatically be entitled to immediate reimbursement for all losses, costs and expenses incurred on behalf of itself and of Manager incurred to the date of such determination.

(a) Manager's Event of Default. Manager shall be deemed to be in default hereunder upon the happening of any of the following ("Manager's Event of Default"):  

(i) The failure by Manager to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of 10 days after written notice thereof by Owner to Manager;  

(ii) The request by Manager for payment of any invoice, whether to itself or a third party, marked-up above cost as prohibited herein;  

(iii) The making of a general assignment by Manager for benefit of its creditors, the filing by Manager with any bankruptcy court of competent jurisdiction of a voluntary petition under Title 11 of U.S. Code, as amended from time to time, the filing by Manager of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, Manager being the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended from time to time, or the dissolution or liquidation of Manager; or  

(iv) The misapplication, misappropriation or commingling of funds held by Manager for the benefit of Owner, including the payment of fees to Affiliates of the Manager or the loaning of funds to Affiliates.

(b) Remedies of Owner. Upon a Manager's Event of Default, Owner shall be entitled to (i) terminate in writing this Agreement effective as of the date designated by Owner (which may be the date upon which notice is given), and/or (ii) pursue any remedy at law or in equity, including without limitation, an action for compensatory damages or specific performance. All of Owner's rights and remedies shall be cumulative.

(c) Owner's Event of Default. Owner shall be deemed to be in default hereunder (an "Owner's Event of Default") if Owner shall fail to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Owner, and such default shall continue for a period of 30 days after written notice thereof by Manager to Owner, or if such default cannot be cured within such 30-day period, then such additional period as shall be reasonable, provided Owner commences to cure such default within such 30 day period and proceeds diligently to prosecute such cure to completion.

(d) Remedies of Manager. Upon an Owner's Event of Default, Manager shall be entitled to (i) terminate in writing this Agreement effective as of the date designated by Owner which is at least 10 days after receipt of such notice of termination by Owner provided the Event of Default has not then been cured or such cure commenced, and/or (ii) pursue an action for the actual compensatory damages incurred by Manager (which action must take into consideration Owner's termination rights under Section 10 of this Agreement).
expressly agrees that termination and compensatory monetary damages are its sole rights and remedies with respect to an Owner's Event of Default and Manager expressly waives and releases the right to seek equitable relief, including specific performance or injunctive relief, and to sue for any consequential or punitive damages.

10. Termination Rights.

(a) **Expiration of Term.** If not sooner terminated, this Agreement shall terminate on the expiration of its term set forth in Section 3 of this Agreement.

(b) **Termination By Owner Upon Manager's Event of Default.** Upon a Manager's Event of Default, Owner may terminate this Agreement as specified in Section 9(b) of this Agreement.

(c) **Termination By Manager Upon Owner's Event of Default.** Upon an Owner's Event of Default, Manager may terminate this Agreement as specified in Section 9(d) of this Agreement.

(d) **Termination By Owner Without Cause.** Even in the absence of any other express right to terminate this Agreement, Owner may terminate this Agreement at any time upon 30 days' prior written notice to Manager.

(e) **Termination Upon Sale of the Apartment Complex.** If the Apartment Complex is sold, conveyed or transferred during the term hereof, this Agreement shall terminate at Owner's option.

(f) **Effect of Termination Upon Payment of Fees.** Upon the termination of this Agreement for any reason, Manager shall be entitled to its earned, but unpaid fees, for the period prior to the termination. Manager shall not be entitled to any fees relating to the period after the date of termination of this Agreement.

(g) **Delivery of Apartment Complex Upon Termination.** Immediately after termination of this Agreement for any reason, Manager shall deliver to or as directed by Owner all funds, checks, keys, lease files, books and records and other Confidential Information (as defined below) to Owner. Immediately after termination, Manager shall leave the Apartment Complex and cause its employees to leave the Apartment Complex without causing any damage thereto. Under no circumstances shall any default by Owner give rise to any lien on the Apartment Complex or give rise to a right of Manager to stay on the Apartment Complex after the date of termination. Termination of this Agreement under any of the provisions of this Agreement shall not release either party as against the other from liability for failure to perform any of its duties or obligations as expressed herein and required to be performed prior to such termination. Manager agrees to cooperate with Owner in the obligations set forth in this Section 10(g).

11. Confidentiality.

(a) **Preservation of Confidentiality.** In connection with the performance of obligations hereunder, Manager acknowledges that it will have access to Confidential
Information. Manager shall treat such Confidential Information as proprietary to Owner and private, and shall preserve the confidentiality thereof and not disclose, or cause or permit its employees, agents or contractors to disclose, such Confidential Information. Notwithstanding the foregoing, Manager shall have the right to disclose Confidential Information if and only to the extent it is required by court order to disclose any Confidential Information. If Manager or anyone to whom Manager transmits Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, Manager shall provide Owner with prompt notice thereof so that Owner may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained by Owner or Owner waives compliance with the provisions of this Agreement, Manager shall furnish or cause to be furnished only that portion of the Confidential Information which Manager is required by contract to furnish, and will exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment is accorded the Confidential Information so furnished.

(b) **Property Right in Confidential Information.** All Confidential Information shall remain the property of Owner and Manager shall have no ownership interest therein.

12. **Survival of Agreement.** All indemnity obligations set forth herein, all obligations to pay earned and accrued fees and expenses, all confidentiality obligations, and all obligations to perform and duties accrued prior to the date of termination shall survive the termination of this Agreement.

13. **Enforcement of Agreement.** This Agreement, its interpretation, performance and enforcement, and the rights and remedies of the parties hereto, shall be governed and construed by and in accordance with the law of the State in which the Apartment Complex is located. In any dispute pertaining to, or litigation or arbitration arising from the enforcement or interpretation of the provisions of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including those incurred in connection with all appellate levels, bankruptcy, mediation or otherwise to maintain such action, from the losing party.

14. **Assignment.** Manager shall not directly or indirectly (except with the consent of Owner and AHF) sell, assign or otherwise transfer by operation of law or otherwise all or any part of the legal or beneficial interests in the Manager or all or any part of its rights or obligations under this Agreement. Subject to Section 10(e) of this Agreement, Owner may assign this Agreement to a successor owner of the Apartment Complex. A change in the constituent partners of Owner shall not constitute an assignment. If Owner assigns this Agreement to a successor owner of the Apartment Complex, such assignment shall constitute a novation, releasing Owner of all rights and obligations hereunder.

15. **Notices.** All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with a nationally recognized overnight delivery service such as Federal Express for next business day delivery ("Overnight Delivery") or by depositing same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:
If to Owner: BC 2018 Lockhart, LP
3801 N. Capital of TX Hwy, Suite E-204 #435
Austin, Texas 78746
Attention: Jeff Markey

If to Manager: Alpha Barnes Real Estate Services II, LLC
12720 Hillcrest Road, Suite 400
Dallas, Texas 75230
Attention: Hugh A. Cobb

To AHF: AHP Housing Fund 206, LLC
10250 Constellation Boulevard, Suite 1270
Los Angeles, California 90067
Attention: Michael L. Fowler

All notices shall be effective upon such personal delivery, upon being deposited in Overnight Delivery, in the United States mail. However, with respect to notices so deposited in Overnight Delivery or the United States mail, the time period in which a response to any such notice, demand or request must be given shall commence to run from the next business day following any such deposit in Overnight Delivery, or, in the case of a deposit in the United States mail as provided above, the date on the return receipt of the Notice reflecting the date of delivery or rejection of the same by the addressee thereof. By giving to the other parties hereto at least 15 days' written notice in accordance with the provisions hereof, a party may change its address for notice purposes.


(a) Third Party Beneficiary. AHF is a third party beneficiary of the terms of this Agreement.

(b) Limitation on Liability of AHF. The Manager agrees that AHF shall not have any liability for the obligations of Owner to Manager under or in connection with this Agreement or otherwise.

(c) Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this Agreement or any part hereof.

(d) Amendments. This Agreement cannot be amended or modified except by another agreement in writing, signed by the parties to this Agreement, and also signed by AHF.

(e) Entire Agreement. This Agreement embodies the entire understanding of the parties, and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(f) Time is of Essence. Time is the essence hereof.
(g)  **Construction of Document.** This Agreement has been negotiated at arms' length and has been reviewed by counsel for the parties. No provision of this Agreement shall be construed against any party based upon the identity of the drafter.

(h)  **Severability.** If any provision of this Agreement or the application thereof, is held to be invalid or unenforceable, such defect shall not affect other provisions or applications of this Agreement that can be given effect without the invalid or unenforceable provisions or applications, and to this end, the provisions and applications of this Agreement shall be severable.

(i)  **Waiver of Jury Trial.**  To the fullest extent permitted by law, each party to this agreement severally, knowingly, irrevocably and unconditionally waives any and all rights to trial by jury in any action, suit or counterclaim brought by any party to this Agreement arising in connection with, out of or otherwise relating to this Agreement; and each party to this Agreement agrees that no party will seek to consolidate any such action with any other action in which a jury trial cannot be or has not been waived.

(j)  **No Continuing Waiver.**  No waiver by a party hereto of any breach of this Agreement shall be effective unless in a writing executed by such party. No waiver shall operate or be construed to be a waiver of any subsequent breach.

(k)  **Counterparts and Duplicates.**  This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Duplicates of this Agreement containing all counterpart signatures, whether produced from an electronically stored copy, digital, facsimile, photocopy, or other means, shall be treated as though the duplicate is an original copy of the Agreement and shall be deemed as evidence of the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Agreement as of the date first set forth above.

OWNER:

BC 2018 LOCKHART, LP, a Texas limited partnership

By: BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: [Signature]

Jeff Markley, Manager

MANAGER:

ALPHA BARNES REAL ESTATE SERVICES II, LLC

By: [Signature]

Hugh A. Cobb, Member
IN WITNESS WHEREOF, the parties have executed this Management Agreement as of the date first set forth above.

OWNER:

BC 2018 LOCKHART, LP, a Texas limited partnership

By: BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ____________________________
    Jeff Markey, Manager

MANAGER:

ALPHA BARNES REAL ESTATE SERVICES II, LLC

By: ____________________________
    Hugh A. Cobb, Member
Exhibit I

Insurance Requirements

A. **Insurance Required by AHF and its Affiliates:**

Immediately upon purchase or lease of the Land, and throughout the term of this Agreement, General Partner shall obtain, and maintain in full force and effect, the following policies of insurance:

- Commercial General Liability insurance, insuring for legal liability of the Partnership, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the ownership or management of the Land and all real property improvements and including the costs to defend such actions brought against the Partnership. The policy shall include endorsements adding AHF and Affordable Housing Partners, Inc. ("AHP"), as additional insureds, and shall be primary coverage for the additional insureds, without contribution from other valid insurance policies which may be carried directly by the additional insureds. Limits of the policy shall be at least $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

- Automobile Liability insurance, insuring for legal liability of the Partnership, and caused by bodily injury, property damage, or personal injury arising out of the ownership or use of motor vehicles, including vehicles hired or not owned by the Partnership, and including the costs to defend such actions brought against the Partnership. Limits of the policy shall be at least $1,000,000.00 combined single limits per accident.

- To the extent required by statute or law, Worker's Compensation insurance, insuring for occupational disease or injury and employer's liability, and covering the Partnership's full liability for statutory compensation to any person or persons who perform work for the Partnership or perform duties on the site of the Apartment Complex, and liability to the dependents of such persons. The policy will be in a form which complies with the worker's compensation acts and safety laws of the state in which the Apartment Complex is located. Worker's Compensation limits shall be statutory; Employer's Liability limits shall be at least $1,000,000.00 per occurrence.

- Umbrella/Excess Liability insurance, with the Commercial General Liability, Automobile Liability and Employers Liability policies scheduled as underlying policies. Limits of the policy shall be at least $3,000,000.00 per occurrence and in the annual aggregate.

- If the Partnership will claim Historic Credits, insurance covering the five-year recapture period in form and amount satisfactory to AHF and AHP.

- Other forms or types of insurance which AHF may now or hereafter require.
Prior to the commencement of any construction of the Apartment Complex, General Partner shall obtain (or cause to be obtained by the Contractor) and keep in force until initial occupancy of any portion of the Apartment Complex:

- Builder's Risk insurance, insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood, unless specifically required by AHF) to the real property comprising or intended to comprise the Apartment Complex construction, and personal property of the Partnership used to maintain or service the Apartment Complex construction, whether located at the site or elsewhere, including while in-transit or stored off-site. Coverage and limits shall be extended to include Soft Costs coverage for ongoing costs made necessary by a delay in completion of construction, including construction loan fees, insurance premiums, financing costs, property taxes, and additional design, legal or account fees. Amounts of Soft Cost coverage should be sufficient to meet the likely costs of each category for a delay period of twelve months. Policy shall provide for claims to be paid based upon replacement cost of the lost or damaged property without deduction for depreciation; loss payment shall be to the Partnership. Limits of policy will be at least the estimated replacement value of the completed Apartment Complex. The policy shall have a deductible of no greater than $10,000.00 per occurrence. The policy shall include an endorsement naming AHF as Loss Payee, as its interests may appear.

Evidence from the General Contractor of:

- Worker's Compensation insurance, insuring for occupational disease or injury and employer's liability, and covering the Contractor's full liability for statutory compensation to any person or persons who perform work in, on, or about the Apartment Complex construction, including the employees of sub-contractors of any tier, and liability to the dependents of such persons. The policy will be in a form which complies with the worker's compensation acts and safety laws of the state in which the Apartment Complex is located. Worker's Compensation limits shall be statutory; Employer's Liability Limits shall be at least $1,000,000.00 per occurrence.

- Commercial General Liability insurance, insuring for third party claims of legal liability against the Contractor, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the activities of the contractor, and including the costs to defend such actions brought against the Partnership. Completed Operations coverage shall also be included in the policy. The policy shall include an endorsement adding the Partnership, AHP, and AHF as additional insureds, and shall be primary coverage for the additional insured, without contribution from other valid insurance policies which may be available to the additional insured. Limits of the policy shall be at least $1 million per occurrence and $2 million in the general aggregate.

- Umbrella/Excess Liability insurance, with the Commercial General Liability, Automobile Liability and Employers Liability polices scheduled as underlying policies. Limits of the policy shall be at least $3 million per occurrence and in the annual aggregate. The policy shall include the Partnership, AHP, and AHF as additional insured and shall be primary.
coverage for the additional insured without contribution from other valid insurance policies which may be available to the additional insured

Evidence from the Architect or design professional of:

- Professional Liability insurance, insuring for third party claims of negligence against the design professional, and caused by the wrongful act of the design professional; limits shall be the greater of $1 million per occurrence and in the aggregate, or 10% of the value of the construction contract.

Prior to any occupancy of the Apartment Complex, General Partner shall obtain, and shall maintain in full force and effect throughout the term of this Agreement, the following policies of insurance:

- Property Damage insurance, insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood, unless specifically required by AHF) to the real property comprising the Apartment Complex, personal property of the Partnership used to maintain or service the Apartment Complex, and new construction, additions, alterations and repairs to structures. Policy shall provide for claims to be paid based upon replacement cost of the lost or damaged property without deduction for depreciation; loss payment shall be to the Partnership. Limits of policy will be at least the replacement value of the Apartment Complex (excluding the value of the Land, site utilities, foundations and architectural and engineering expenses). The policy shall have a deductible of no greater than $10,000.00 per occurrence. The policy shall carry no coinsurance provisions. Coverage and limits shall be extended to include the actual loss of rents and other revenues sustained due to an insured loss, for a period of at least twelve months from the date of such loss. Coverage shall be further extended to include debris removal, outdoor trees, shrubs, plants and lawns, and Ordinance or Law coverage for the increased costs of construction caused by the enforcement of building, zoning or land use law. The policy shall include an endorsement naming AHF as Loss Payee, as its interests may appear.

- To the extent required by statute or law, evidence of Worker's Compensation insurance from any contractor performing work for the Partnership, insuring for occupational disease or injury and employer's liability, and covering the Contractor's full liability for statutory compensation to any person or persons who perform work in, on, or about the Apartment Complex, including the employees of subcontractors of any tier, and liability to the dependents of such persons. The policy will be in a form which complies with the worker's compensation acts and safety laws of the state in which the Apartment Complex is located. Worker's Compensation limits shall be statutory; Employer's Liability limits shall be at least $1,000,000.00 per occurrence.

All such policies shall be underwritten by companies licensed to write such insurance in the state in which the Apartment Complex is located, and shall be rated in the latest A.M. Best's Insurance Rating Guide with a rating of at least A-, and be in a financial category of at least IX. The General Partner shall furnish to AHF a complete copy of each such policy of insurance. If the policy is not available prior to Stabilization, then certificates of insurance detailing the policy
terms and conditions as noted above shall be provided, but the policies must then be provided within 60 days. All such policies shall include endorsements requiring at least 30 days prior written notice to AHF of any cancellation, termination or reduction of coverage therein. Notice of the renewal of any policy shall be made at least 10 days prior to the scheduled date of such renewal, and shall be in the form of endorsement to the policy. Notice to AHF of any replacement of any policy shall be made at least 10 days prior to such replacement, and shall be in the form of a copy of the replacement policy, or by certificate, as noted above.

B. Insurance Required by Project Documents:

Prior to or concurrently with the execution by the General Partner on behalf of the Partnership of any Project Document that obligates the Partnership to obtain and maintain insurance, the General Partner shall cause the Partnership to obtain and maintain in full force and effect all policies of insurance required by and in accordance with the terms of any such Project Document.

C. Provisions Applicable to All Insurance:

If the General Partner fails to effect, maintain or renew insurance that satisfies the requirements of this Exhibit, or fails to pay the premiums therefor or to deliver to AHF evidence of such insurance, then, at its option but without the obligation to do so, AHF may take such action as it deems necessary or appropriate to address the General Partner's failure, including paying insurance premiums for the benefit of the Partnership or placing additional insurance coverage for the benefit of the Partnership ("Forced Placed Coverage"). The General Partner acknowledges that Forced Placed Coverage may include coverage that duplicates some previously existing insurance coverage of the Partnership.

All payments by AHF under this Exhibit, including payments of insurance premiums on behalf of the Partnership related to insurance policies obtained by the General Partner or to Forced Placed Coverage, shall be treated as LP Loans from AHF. Within three business days of Notice from AHF that it has made an LP Loan for the purposes specified in this Exhibit, the General Partner shall repay such LP Loan from the General Partner's funds, and such repayment shall constitute a non-reimbursable payment by the General Partner to the Partnership, and shall not give rise to any right as a loan or credit as a Capital Contribution which would otherwise result in any increase in the Capital Account of the General Partner.

AHF shall not be responsible for obtaining or maintaining any insurance required under this Exhibit and shall not, by reason of accepting, rejecting, approving or obtaining any such insurance, incur any liability for the existence, nonexistence of, or insufficient coverage of insurance.

The General Partner hereby releases and relieves AHF for any and all liability, and waives its entire right of recovery against them, with respect to any loss or damage of property or for property damage, bodily injury or personal injury to third-parties arising out of or incident to any loss or peril insured against under any of the foregoing policies, and any other perils for which the General Partner has arranged.
Exhibit J
Allocation Provisions, Capital Accounts

1. Allocation of Profits, Losses and Credits from Operations.

   (a) Subject to the special allocations contained in this Section 1, all profits, losses and credits, except those items in Section 5 and 6 of this Exhibit below, shall be allocated to the Partners in accordance with their Percentage Interests.

   (b) In any year in which a Partner sells, assigns or transfers all or any portion of an Interest to any Person who during such year is admitted as a substitute Partner, the share of all profits and losses allocated to, and of all Net Cash Flow and of all cash proceeds distributable under Section 9.2 of this Partnership Agreement distributed to, all Partners which is attributable to the Interest sold, assigned or transferred shall be divided between the assignor and the assignee ratably on the basis of the number of monthly periods in such year before, and the number of monthly periods on and after, the first day of the month during which such Person is admitted as a substitute Partner.

   (c) If there is a determination that there is any original issue discount or imputed interest attributable to the Capital Contribution of any Partner, or any loan between a Partner and the Partnership, any income or deduction of the Partnership attributable to such imputed interest or original issue discount on such Capital Contribution or loan (whether stated or unstated) shall be allocated solely to such Partner.

   (d) If the deduction of all or a portion of any fee paid or incurred by the Partnership to a Partner or an Affiliate of a Partner is disallowed for federal income tax purposes by the IRS with respect to a taxable year of the Partnership, the Partnership shall then allocate to such Partner an amount of gross income of the Partnership for such year equal to the amount of such fee as to which the deduction is disallowed.

   (e) If any Partner's Interest in the Partnership is reduced but not eliminated because of the admission of new Partners or otherwise, or if any Partner is treated as receiving any items of property described in Section 751(a) of the Code, the Partner's Interest in such items of Section 751(a) property that was property of the Partnership while such Person was a Partner shall not be reduced, but shall be retained by the Partner so long as the Partner has an Interest in the Partnership and so long as the Partnership has an Interest in such property.

   (f) In accordance with Section 704(c) of the Code (relating to allocations with respect to appreciated contributed property) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall be allocated, solely for tax purposes, among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its fair market value. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of the Partnership Agreement, subject, however, to the Consent of AHF.
(g) The payment by Lockhart GP of Excess Development Costs (excluding only payments used to fund Operating Deficits) shall not be treated as an item of income or gain to the Partnership. The payment by the Developer of costs under the Development Agreement shall not be treated as an item of income or gain to the Partnership. If Lockhart GP funds any Operating Deficit Loans pursuant to Section 6.9(b) of the Partnership Agreement, any deductions or losses of the Partnership attributable to the use of those funds shall be specially allocated to Lockhart GP, and in any year, if there is a repayment of all or part of such funds, Lockhart GP shall be allocated in such year an amount of gross income equal to the amount of such repayment.

(h) If a Partner makes any Partner Loan pursuant to Section 5.10 of the Partnership Agreement, any deductions or losses of the Partnership attributable to the use of those funds shall be specially allocated to such Partner, and in any year, if there is a repayment of all or part of such funds, such Partner shall be allocated in such year an amount of gross income equal to the amount of such repayment.

(i) Any Partnership depreciation or other cost recovery deductions not otherwise allocated pursuant to Section 6(e) of this Exhibit shall be allocated among the Partners in accordance with their Percentage Interests.

(j) Notwithstanding any other provision of the Partnership Agreement, before any other allocation of gross income and gain is made under the Partnership Agreement, in the event that any unanticipated gross income arises from a subsequent recharacterization of a tax reporting position of the Partnership, it is the intent of the Partners that all such gross income shall be allocated to the General Partner. Any taxable income of the Partnership resulting from its receipt of debt forgiveness, donations, contributions, grants or subsidies (other than rental subsidies) shall be allocated to the General Partner.

(k) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(l) In any year in which the General Partner receives a distribution under Section 9.1(a)(vi) of this Agreement, the General Partner shall be specially allocated an amount of gross income for such year in an amount equal to such distribution.

2. Determination of Profits, Losses and Credits. Profits, losses and credits for all purposes of the Partnership Agreement shall be determined in accordance with the accrual accounting method, except that any adjustments made pursuant to Section 754 of the Code shall be taken into account under Section 1(k) of this Exhibit. Every item of income, gain, loss, deduction, credit or tax preference entering into the computation of such profits or losses, or applicable to the period during which such profits and losses were realized, shall be considered
allocated to each Partner in the same proportion as profits and losses are allocated to such Partner.

3. **Allocation of Gains and Losses from Sale.** Subject to the special allocations contained in Section 1 of this Exhibit, all gains and losses recognized by the Partnership upon the sale, exchange or other disposition of all or substantially all of the property owned by the Partnership, except for those items in Sections 5 and 6 of this Exhibit, shall be allocated in the following manner:

   (a) Gains shall be allocated (i) first, to the Partners with negative Adjusted Capital Account balances, that portion of gains (including any gains treated as ordinary income for federal income tax purposes) which is equal in amount to, and in proportion to, such Partners' respective negative Adjusted Capital Accounts in the Partnership; provided that no gain shall be allocated under this Section 3(a) to a Partner once such Partner's Adjusted Capital Account balance is brought to zero and (ii) second, any gains in excess of the amount allocated under (i) shall be allocated to the Partners to increase the Partners' respective Adjusted Capital Accounts so that, to the maximum extent possible, the proceeds distributed in accordance with the Partners' respective Adjusted Capital Account balances under Section 9.3(d) of the Partnership Agreement will equal, or most closely approximate (recognizing there may not be enough gains to make it equal), the amounts that would have been received if the proceeds were instead distributed under Section 9.2(d) of the Partnership Agreement.

   (b) Losses shall be allocated (i) first, to decrease the Partners' respective Adjusted Capital Accounts so that, to the maximum extent possible, the proceeds distributed in accordance with the Partners' respective Adjusted Capital Account balances under Section 9.3(d) of the Partnership Agreement will equal, or most closely approximate (recognizing there may not be enough losses to make it equal), the amounts that would have been received if the proceeds were instead distributed under Section 9.2(d), (ii) second, any losses in excess of the amount allocated under (i) shall be allocated to the Partners to the extent and in such proportions as their respective positive Adjusted Capital Account balances provided that no loss shall be allocated under this Section 3(b)(ii) to a Partner once such Partner's Adjusted Capital Account balance is reduced to zero, and (iii) third, any remaining losses shall be allocated to the Partners in accordance with the manner in which they bear the economic risk of loss associated with such loss or, if none, to the Partners in accordance with their Percentage Interests.

   (c) Any portion of the gains treated as ordinary income for federal income tax purposes under Sections 1245 and 1250 of the Code shall be allocated on a dollar for dollar basis to those Partners to whom the items of Partnership deduction or loss giving rise to such gains had been previously allocated.

4. **Capital Accounts.** A separate Capital Account shall be maintained and adjusted for each Partner. There shall be credited to each Partner's Capital Account the amount of its Capital Contribution, the fair market value of any property contributed to the Partnership (net of any liabilities secured by such property) and such Partner's distributive share of the profits for tax purposes of the Partnership; and there shall be charged against each Partner's Capital Account the amount of all cash flow distributed to such Partner, the fair market value of any property distributed to such Partner (net of any liabilities secured by such property), the net proceeds
resulting from the liquidation of the Partnership's assets or from any sale or refinancing of the Apartment Complex distributed to such Partner, and such Partner's distributive share of the losses for tax purposes of the Partnership. Each Partner's Capital Account shall be maintained and adjusted in accordance with the Code and the Regulations thereunder. The foregoing provisions and the other provisions of the Partnership Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations. It is the intention of the Partners that the Capital Accounts maintained under the Partnership Agreement be determined and maintained throughout the full term of the Partnership Agreement in accordance with the accounting rules of Regulation Section 1.704-1(b)(2)(iv).

If the Partnership is liquidated within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g) and if the General Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which such liquidation occurs), the General Partner shall make Capital Contributions in the amount of such deficit in compliance with Regulation Section 1.704-1(b)(2)(ii)(b)(3). Notwithstanding the foregoing, if the Partnership is liquidated within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g) but no event has occurred under Section 11.1 of the Partnership Agreement to dissolve the Partnership, the Partnership assets shall not be liquidated, the Partnership's liabilities shall not be paid or discharged, and the Partnership's affairs shall not be wound up.

If a Partner has more than one interest in the Partnership, such Partner shall have a single capital account that reflects all such interests, regardless of the class of interests owned by such Partner and regardless of the time or manner in which such interests were acquired.

5. Authority of the General Partner to Vary Allocations to Preserve and Protect Partners' Intent.

(a) It is the intent of the Partners that each Partner's distributive share of income, gain, loss, deduction, or credit (or item thereof) shall be determined and allocated in accordance with Section 1 of this Exhibit to the fullest extent permitted by Section 704(b) of the Code. In order to preserve and protect the determinations and allocations provided for in Section 1 of this Exhibit, the General Partner shall have the authority (subject to Section 5(b) of this Exhibit) to allocate income, gain, loss, deduction, or credit (or item thereof) arising in any year differently than otherwise provided for in such Section 1 to the extent that allocating income, gain, loss, deduction, or credit (or item thereof) in the manner provided for in such Section 1 would cause the determinations and allocations of each Partner's distributive share of income, gain, loss, deduction, or credit (or item thereof) not to be permitted by Section 704(b) of the Code and Regulations promulgated thereunder. Any allocation made pursuant to this Section 5 shall be deemed to be a complete substitute for any allocation otherwise provided for in Section 1 of this Exhibit, and no amendment of the Partnership Agreement or approval of any Partner shall be required.

(b) In making any allocation (the "new allocation") under Section 5(a) of this Exhibit, the General Partner is authorized to act only after having received the Consent of AHF and after having been advised by the Accountants that, under Section 704(b) of the Code and the
Regulations thereunder, (i) the new allocation is necessary and (ii) the new allocation is the minimum modification of the allocations otherwise provided for in Section 1 of this Exhibit necessary in order to assure that, either in the then current year or in any preceding year, each Partner's distributive share of income, gain, loss, deduction, or credit (or item thereof) is determined and allocated in accordance with such Section 1 to the fullest extent permitted by Section 704(b) of the Code and the Regulations thereunder.

(c) New allocations made by the General Partner under this Section 5 and in reliance upon the advice of the Accountants with the Consent of AHF shall be deemed to be made pursuant to the fiduciary obligation of the General Partner to the Partnership and AHF, and no such allocation shall give rise to any claim or cause of action by AHF.


(a) Notwithstanding any other provision of the Partnership Agreement, no allocation of loss or deduction (or item thereof) shall be made by the Partnership to a Partner if such allocation would cause the sum of the deficit Capital Account balances of the Partner or Partners otherwise receiving such allocation (excluding the portion of such deficit balances that must be restored (or which the Partner is deemed to have to restore) to the Partnership under the Partnership Agreement, if any) to exceed the Partner's share of "Partnership minimum gain" (as defined in Regulation Section 1.704-2(b)(2) and Section 1.704-2(d), and "Partner nonrecourse debt minimum gain" (as defined in Regulation Section 1.704-2(i)(2), both determined at the end of the Partnership taxable year to which the allocation relates.

(b) Notwithstanding any other provision of the Partnership Agreement, if there is a net decrease in Partnership minimum gain or in Partner nonrecourse debt minimum gain during a Partnership taxable year, items of income and gain for such year (and if necessary, for future years) shall be allocated to each Partner in an amount equal to the Partner's share of the net decrease in Partnership minimum gain or Partner nonrecourse debt minimum gain, as applicable.

(c) If any Partner unexpectedly receives any adjustments, allocations or distributions described in Regulation Sections 1.704-1 (b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate (to the extent required by the Regulations under Section 704(b) of the Code) the deficit balance in each such Partner's Capital Account as quickly as possible, provided that an allocation pursuant to this Section 6(c) shall be made if and only to the extent that such Partner would have a deficit Capital Account after all other allocations provided for in this Exhibit have been tentatively made as if this Section 6(c) were not in this Exhibit.

(d) If any Partner has a deficit Capital Account at the end of any Fiscal Year in excess of the sum of (i) the amount that such Partner must restore to the Partnership upon liquidation, if any, and (ii) the amount such Partner is deemed obligated to restore pursuant to the penultimate sentence of Regulation Section 1.704-2(g) and Section 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6(d) shall be made if and only to the extent that such Partner would have a deficit Capital Account in excess of such sum
after all other allocations provided for in this Exhibit have been tentatively made as if this Section 6(d) and Section 6(c) of this Exhibit were not in the Partnership Agreement.

(e) "Nonrecourse deductions" (within the meaning of Regulation Section 1.704-2(b)(1)) shall be allocated to the Partners in accordance with their Percentage Interests. "Partner nonrecourse deductions" (within the meaning of Regulation Section 1.704-(2)(c)) shall be allocated to the Partner who bears the economic risk of loss associated with such deductions, in accordance with Regulation Section 1.704-2(i).

7. AHF's Deficit Restoration Obligation.

(a) Capital Account Upon Liquidation. Until such time as AHF delivers a DRO Adjustment Notice, as defined below, to the General Partner, AHF hereby agrees to restore the deficit balance in its Capital Account, determined after taking into account all Capital Account adjustments for the fiscal year during which such liquidation occurs (the "Liquidating Capital Account Amount"). At any time after AHF delivers a DRO Adjustment Notice to the General Partner, AHF hereby agrees to restore the lesser of (i) the Liquidating Capital Account Amount or (ii) the DRO Cap Amount. The obligation to restore the amount described in this Section 7(a) shall be satisfied upon the later of 90 days after the date of such liquidation or the end of the fiscal year in which the liquidation occurs.

(b) DRO Adjustment Notice.

(i) Election. At the sole election of AHF, which election shall be made by AHF's delivery of an executed copy of a notice substantially in the form as that notice described in Section 7(b)(iii) of this Exhibit (the "DRO Adjustment Notice") to the General Partner, AHF can thereby establish a DRO Cap Amount, as defined below, which DRO Cap Amount shall remain in effect until such time as AHF delivers a subsequent DRO Adjustment Notice to the General Partner establishing a new DRO Cap Amount.

(ii) DRO Cap Amount. At the time that a DRO Adjustment Notice is delivered to the General Partner, the "DRO Cap Amount" to apply thereafter shall be the greater of (A) the amount reflected in the newly delivered DRO Adjustment Notice (the "DRO Notice Amount") or (B) the absolute value of the deficit balance, if any, in AHF's Capital Account, after reduction for the items described in Regulations Sections 1.704-l(b)(2)(ii)(d)(4), (5), and (6), determined as of the end of the taxable year preceding the taxable year during which the DRO Adjustment Notice is delivered to the General Partner. For the first taxable year of the Partnership, the amount described in Section 7(b)(ii)(B) above shall be equal to zero.

(iii) Form of DRO Adjustment Notice. AHF's DRO Adjustment Notice shall be in a form substantially similar as that below:

DRO ADJUSTMENT NOTICE

By the delivery of this notice, dated ________________, to the General Partner of BC 2018 Lockhart, LP, a Texas limited partnership, AHP Housing Fund 206, LLC, a Delaware limited

6 Exhibit J to Amended and Restated Partnership Agreement
Allocations
BC 2018 Lockhart, LP
4818-9132-6834.3
liability company hereby notifies such General Partner that, effective as of the date of this notice, the DRO Notice Amount shall be $___________.

[Signature Block]

(c) **Allocation of Income.** For each of the five (5) fiscal years of the Partnership beginning with the first fiscal year after the end of the Credit Period as defined in Section 42(f) of the Code (the "Allocation Period"), gross income of the Partnership shall be allocated to AHF in equal amounts as required to restore AHF's Capital Account to zero by the end of the Allocation Period after taking into account AHF's share of Partnership minimum gain within the meaning of Regulation Section 1.704-2(b)(2) and AHF's share of partner non-recourse debt minimum gain within the meaning of Regulation Section 1.704-2(i); provided, however, the allocation of gross income to AHF pursuant to this Section 7(c) shall not exceed the amount of the depreciation deductions allocated to AHF in the sixth fiscal year preceding the allocation of gross income made pursuant to this Section 7(c). For example, if $400,000.00 of depreciation deductions were allocated to AHF for the fiscal year ending December 31, Year 1, then up to $400,000.00 of gross income may be allocated to AHF for the fiscal year ending December 31, Year 6. Notwithstanding the foregoing, in the last year of the Compliance Period, as defined in Section 42(i)(1) of the Code, gross income shall be allocated to AHF in an amount required to restore AHF's Capital Account to zero after taking into account AHF's share of Partnership minimum gain within the meaning of Regulation Section 1.704-2(b)(2) and AHF's share of partner non-recourse debt minimum gain within the meaning Regulation Section 1.704-2(i).

(d) **Notice of Election.** AHF may elect, by delivery of written notice to the General Partner, to receive an allocation of a deduction in accordance with its Percentage Interest of the Partnership's depreciation deduction and to have all remaining losses, other than losses causing an increase in AHF's share of minimum gain, allocated to the General Partner for the Fiscal Year on which such election is made and for each Fiscal Year thereafter until AHF terminates the election by delivery of subsequent written notice to the General Partner.

(e) **Binding Effect of the DRO Provisions.** The amounts determined under this Section 7 are binding upon subsequent transferees of AHF's interest in the Partnership.

(f) **Recourse.** The obligations described in this Section 7 shall be recourse to AHF and all of its assets, but no partner of AHF shall have any personal liability for the obligations in this Section 7.
## Exhibit K

Greatest Excess LP Loan Amount and Applicable Percentages

<table>
<thead>
<tr>
<th>GREATEST EXCESS LP LOAN AMOUNT</th>
<th>PRIOR TO CONVERSION AND AFTER CONVERSION BASED ONLY ON A DILUTION CONVERSION EVENT</th>
<th>AFTER CONVERSION (OTHER THAN BASED ON A DILUTION CONVERSION EVENT ONLY)</th>
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<td></td>
<td>NCF PERCENTAGE</td>
<td>DDF PERCENTAGE</td>
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<td>Greater than $220,000</td>
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<td>0.1</td>
</tr>
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Exhibit L

Replacement Reserve

The Reserve For Replacements may be used for the following items with the Consent of AHF:

- Major clubhouse renovation and signage upgrades
- Additions of the newest amenity to stay competitive (e.g., the equivalent of fitness centers, business centers, expanded children’s facilities)
- Roof replacements
- Painting and siding rehab
- HVAC and appliance replacements
- Wood replacement due to dry or wet rot or termites
- Security enhancements as neighborhoods change and properties age (e.g., fencing and controlled access gates or improved exterior lighting)
- The addition of facilities that will improve operations or cut costs such as maintenance garage or trash compactor
- Opportunities for remarketing of utilities (sub-metering water and sewer and possibly gas and electric)
- Vinyl Replacement

The Reserve For Replacements may not be used for the following item:

- Carpet
Exhibit M

Financing Summary

A. FIRST PRIORITY LOAN

<table>
<thead>
<tr>
<th>First Priority Lender:</th>
<th>Mason Joseph Company, Inc./HUD Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority:</td>
<td>First Lien</td>
</tr>
<tr>
<td>Use:</td>
<td>Construction/Permanent</td>
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<tr>
<td>Principal Amount:</td>
<td>$4,138,500</td>
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<tr>
<td>Interest Rate:</td>
<td>4.40%; an additional .35% for MIP</td>
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<td>Term:</td>
<td>Construction Period: 14 months</td>
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<td></td>
<td>Permanent Period: 40 years</td>
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<tr>
<td>Maturity Date:</td>
<td>February 1, 2060</td>
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<tr>
<td>Payments:</td>
<td>Interest only during the construction period. Monthly payments of principal, MIP and interest of 18,339.97 during the permanent period</td>
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<tr>
<td>Prepayment:</td>
<td>Lockout of prepayment through March 2, 2020. Prepayment penalty based on a prepayment penalty percentage ranging from 10% to 1% from March 1, 2020 through February 28, 2030.</td>
</tr>
<tr>
<td>Nonrecourse:</td>
<td>Yes, subject to customary carve-outs for bad acts</td>
</tr>
</tbody>
</table>
Exhibit N

Legal Opinion

(a) The Partnership is duly formed and validly existing under the Act and in good standing under the laws of the State. The Partnership has full power and authority to own and operate the Apartment Complex and to conduct its business hereunder. The Partnership is duly qualified to own its property and transact its business in the State and is not qualified to do business, nor is it required to qualify to do business, in a jurisdiction other than the State.

(b) The General Partner is duly and validly organized and is validly existing in good standing as a limited liability company under the laws of the State of Texas, with full power and authority to enter into and perform its obligations hereunder, and under the General Partner Pledge. The General Partner is duly qualified to own its property and transact its business in the State and is not qualified to do business, nor is it required to qualify to do business, in a jurisdiction other than the State.

(c) Developer is duly and validly organized and is validly existing in good standing as a limited liability company under the laws of the State of Texas, with full power and authority to enter into and perform its obligations under the Guaranty, the Development Agreement and the Developer Pledge. Developer is duly qualified to own its property and transact its business in the State and is not qualified to do business, nor is it required to qualify to do business, in a jurisdiction other than the State.

(d) The acquisition by AHF of a partnership interest in the Partnership does not require the consent or approval of any partner, public authority or party, except those consents and approvals which have heretofore been obtained and delivered to AHF. The Partnership has complied with all filing or recording requirements with the proper governmental authorities necessary to establish the limited liability of AHF under the laws of the State. AHF has been validly admitted as a Limited Partner of the Partnership entitled to all the benefits of a Limited Partner under this Agreement and is not required to take any further action (including, without limitation, registration to transact business as a foreign limited partnership) under the laws of the State to continue to own its Interest. The Interest of AHF in the Partnership is the Interest of a limited partner with no personal liability for the obligations of the Partnership. No transfer or other tax or assessment or fee is due by the Partnership or AHF on the admission of AHF to the Partnership.

(e) After Final Closing, there is and shall be no direct or indirect personal liability of the Partnership or of any of the Partners or their Affiliates for the repayment of the principal of and payment of interest on the First Priority Loan, and the sole recourse (other than customary carve-outs required by institutional lenders and credit enhancers) of the First Priority Lender, with respect to the principal thereof and interest thereon, shall be to the assets of the Partnership securing such indebtedness.

(f) Execution of the Development Agreement and the Incentive Partnership Management Agreement by the Partnership has been duly and validly authorized by or on behalf of the Partnership and, having been executed and delivered in accordance with their respective
terms, the Development Agreement and the Incentive Partnership Management Agreement constitute the valid and binding agreements of the Partnership, enforceable in accordance with their respective terms, and execution thereof by the Partnership is not in violation of any contract, agreement, charter, bylaw, resolution, judgment, order, decree, law or regulation by which the Partnership is bound or as to which it is subject.

(g) Execution of this Agreement, the Incentive Partnership Management Agreement and the General Partner Pledge by the General Partner has been duly and validly authorized by or on behalf of such General Partner and, having been executed and delivered in accordance with their respective terms, this Agreement, the Incentive Partnership Management Agreement and the General Partner Pledge constitute the valid and binding agreements of the General Partner, enforceable in accordance with their respective terms, and execution hereof and thereof by the General Partner is not in violation of any contract, agreement, charter, bylaw, resolution, judgment, order, decree, law or regulation by which the General Partner is bound or as to which it is subject.

(h) Execution of this Agreement, the Development Agreement, and the Developer Pledges, by the Developer has been duly and validly authorized by or on behalf of the Developer and, having been executed and delivered in accordance with their respective terms, this Agreement, the Development Agreement and the Developer Pledges constitute the valid and binding agreements of the Developer, enforceable in accordance with their respective terms, and execution thereof by the Developer is not in violation of any contract, agreement, charter, bylaw, resolution, judgment, order, decree, law or regulation by which the Developer is bound or as to which it is subject.

(i) Execution of the Guaranty by Guarantors has been duly and validly authorized by or on behalf of each Guarantor and, having been executed and delivered in accordance with its terms, the Guaranty constitutes the valid and binding agreement of Guarantors, enforceable in accordance with its terms, and execution thereof by Guarantors is not in violation of any contract, agreement, charter, bylaw, resolution, judgment, order, decree, law or regulation by which a Guarantor is bound or as to which a Guarantor is subject.

(j) Based solely on the [litigation search], there are no proceedings pending before any court or other governmental body that are applicable to the General Partner, a Guarantor, the Developer or the Partnership as a named party, or related to the business or assets of the Partnership or of the Apartment Complex.

(k) Based solely on the Owner's Title Policy, the Partnership owns good and marketable fee simple title to the Apartment Complex, subject only to the Permitted Exceptions, none of which materially interfere with or adversely affect the development or operation of the Apartment Complex.

(l) The Partnership has received a Carryover Allocation of Tax Credits for the amount of Projected Credits during the Credit Period from the Agency, which is the appropriate state or local credit authority for the jurisdiction in which the Apartment Complex is located and the Partnership owned the Land as of December 31 of the year it received the Carryover Allocation.
(m) To the best of its knowledge after due inquiry, there are no defaults existing with respect to any of the Project Documents.

(n) To the best of its knowledge after due inquiry, no event of Bankruptcy has occurred with respect to the Partnership, the General Partner, the Developer or Guarantors.
Exhibit O

EDC Calculation

<table>
<thead>
<tr>
<th>BC 2018 Lockhart, LP</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>AHF Number</td>
<td>206</td>
</tr>
<tr>
<td><strong>Excess Development Cost Trigger:</strong> Stabilization</td>
<td>[Stabilization date]</td>
</tr>
</tbody>
</table>

**Development Costs**
- Capital Expenditures: 
- Deferred Loan Fees / Tax Credit Monitoring Fees: 
- Operating Reserve: 
  - [$Operating Reserve]
  - Total Development Costs: 
    - $ |

**Permitted Sources**
- First Priority Loan: 
  - [$First Priority Loan]
- LP Capital Contributions: 
  - [$Aggreg. Cap. Con]
- GP Capital Contributions: 
  - $100
  - Total Permitted Sources: 
    - $ |

**Excess Development Costs (Cost Savings)**: 
  - $ |

**Excess Development Costs Funding Status**
- Excess Development Costs: 
  - $ |

**Funding Due**: 
  - $ |

**Reconciliation to Working Capital**
- EDC Funding Due: 
  - $ |

- Working Capital at [Stabilization Date]: 
  - $ |

- Working Capital at [Stabilization Date] (per WC calc): 
  - $ |

  difference: 0
### Exhibit P

**Operating Deficit Calculation**

<table>
<thead>
<tr>
<th>BC 2018 Lockhart, LP</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>AHF Number</td>
<td>206</td>
</tr>
<tr>
<td>Cash Flow Distribution Trigger (Final Closing)</td>
<td></td>
</tr>
<tr>
<td>ODG Trigger (Stabilization)</td>
<td></td>
</tr>
<tr>
<td>ODG Expiration</td>
<td></td>
</tr>
<tr>
<td>ODG Max $</td>
<td>$[OP Def Cap]</td>
</tr>
</tbody>
</table>

### Working Capital Calculation

<table>
<thead>
<tr>
<th></th>
<th>12/31/20__</th>
<th>12/31/20__</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Tenant Security Deposits</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other Assets</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable &amp; Accrued Expenses</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Accrued Project Loan Interest</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Tenant Security Deposits</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Developer Fee Payable</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other Accrued Expenses</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Working Capital</strong></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

### Net Cash Flow (Operating Deficit)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss from Operations</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add Depreciation</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add Amortization</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add AHP Asset Management Fee ([$ Review Fee] annually + 12% interest)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add GP Incentive Management Fee</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less Principal Payments</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Accounts Receivable (Increase)/Decrease</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Changes in Prepaid Expense, Accounts Payable, Accrued Expense and Other Liabilities (Increase)/Decrease</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Replacement Reserve: (Incr) / Decr</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Tax &amp; Insurance Escrow (Increase)/Decrease</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
Less Capital Expenditures | $ | $
---|---|---
*Net Cash Flow/(Operating Deficit)* | $ | $

Net Cash Flow to Distribute | $ | $

### Allocation of Net Cash Flow (NCF) %

1. AHP Asset Management Fee | $ | $
2. Excess LP/GP Loans, LP/GP Loans | $ | $
3. a. Deferred Development Fee ($__) | % | $ | $
   b. Partners | % | $
4. a. GP Incentive Management Fee (Annual Max. $__k) | % | $
   b. Partners | % | $
5. Partners | $ | $

*Total Allocation* | $ | $

### Reconciliation of AHP Asset Management Fee to NCF

- Balance Forward from Prior Period | $ | $
- Cash Flow due (current period) | $ | $
- Cash Paid (current period) | $ | $

*Cumulative Amount Due/(Over-paid) at Year End:* | $ | $

### Reconciliation of DDF to NCF

- Balance Forward from Prior Period | $ | $
- Cash Flow due (current period) | $ | $
- Cash Paid (current period) | $ | $

*Cumulative Amount Due/(Excess) at Year End:* | $ | $

### Reconciliation of Limited Partner Distributions to NCF

- Balance Forward from Prior Period | $ | $
- Cash Flow due (current period) | % | $
- Cash Paid (current period) | $ | $

*Cumulative Amount Due/(Over-paid) at Year End:* | $ | $

### Reconciliation of General Partner Distributions to NCF

- Balance Forward from Prior Period | $ | $
- Cash Flow due (current period) | % | $
- Cash Paid (current period) | $ | $

*Cumulative Amount Due/(Over-paid) at Year End:* | $ | $

Notes:
### Working Capital Reconciliation

<table>
<thead>
<tr>
<th></th>
<th>12/31/20</th>
<th>12/31/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Capital from prior year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add Cash Flow from current year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less AHP AMF pmt (NCF)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less LP Distribution pmt (NCF)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add First Priority Loan Proceeds</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add LP Capital Contributions</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less Late Delivery Adjustor</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add LP Capital Contribution</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add GP Capital Contributions</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less Capital Expenditures</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Less Deferred Loan Fees / Tax Credit</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Fees pmt</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Add Capitalized Amortization</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Expected Working Capital for current year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Audit Working Capital for current year</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(calculated above)</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**balance check**

0 0
Exhibit Q

Payment Certificates
BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company ("Lockhart GP") as the general partner of BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), hereby certifies to AHP HOUSING FUND 206, LLC, a Delaware limited liability company, with respect to the second draw of the First Capital Contribution (as that and all other capitalized terms used herein are defined in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of October 31, 2018 (the "Partnership Agreement"), as follows:

1. 25% Completion has been met and all other First Capital Contribution requirements have been achieved and/or satisfied.

2. There are no defaults under the Project Documents or conditions which, with the giving of notice or the passage of time, or both, would constitute a default thereunder.

3. All of the representations and warranties of Lockhart GP set forth in the Partnership Agreement are true and correct in all respects as of the date hereof as if made hereon.

4. The covenants, duties, and obligations of Lockhart GP set forth in the Partnership Agreement have been satisfied.

5. Lockhart GP and the Partnership are still in good standing, are still authorized to engage in the activities as set forth in the Partnership Agreement, and except as provided to AHF there have been no changes or amendments to the articles, by-laws, certificates or other organizational documents of Lockhart GP or the Partnership.

6. There has been no material adverse change in the financial condition of any General Partner or Guarantor.

7. Lockhart GP is not in default in any of its obligations under the Amended and Restated Partnership Agreement and no Bankruptcy of Lockhart GP or any Guarantor has occurred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
This First Payment Certificate is made on the date hereof to induce AHF to make the second draw of the First Capital Contribution as set forth in the Partnership Agreement.

Dated: ____________________

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ____________________________
    Jeff Markey, Manager
FIRST PAYMENT CERTIFICATE
(Third Draw)

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company ("Lockhart GP") as the general partner of BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), hereby certifies to AHP HOUSING FUND 206, LLC, a Delaware limited liability company, with respect to the third draw of the First Capital Contribution (as that and all other capitalized terms used herein are defined in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of October 31, 2018 (the "Partnership Agreement"), as follows:

1. 50% Completion has been met and all other First Capital Contribution requirements have been achieved and/or satisfied.

2. There are no defaults under the Project Documents or conditions which, with the giving of notice or the passage of time, or both, would constitute a default thereunder.

3. All of the representations and warranties of Lockhart GP set forth in the Partnership Agreement are true and correct in all respects as of the date hereof as if made hereon.

4. The covenants, duties, and obligations of Lockhart GP set forth in the Partnership Agreement have been satisfied.

5. Lockhart GP and the Partnership are still in good standing, are still authorized to engage in the activities as set forth in the Partnership Agreement, and except as provided to AHF there have been no changes or amendments to the articles, by-laws, certificates or other organizational documents of Lockhart GP or the Partnership.

6. There has been no material adverse change in the financial condition of any General Partner or Guarantor.

7. Lockhart GP is not in default in any of its obligations under the Amended and Restated Partnership Agreement and no Bankruptcy of Lockhart GP or any Guarantor has occurred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
This First Payment Certificate is made on the date hereof to induce AHF to make the third draw of the First Capital Contribution as set forth in the Partnership Agreement.

Dated: ____________________

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ____________________

Jeff Markey, Manager
BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company ("Lockhart GP") as the general partner of BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), hereby certifies to AHP HOUSING FUND 206, LLC, a Delaware limited liability company, with respect to the fourth draw of the First Capital Contribution (as that and all other capitalized terms used herein are defined in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of October 31, 2018 (the "Partnership Agreement"), as follows:

1. 75% Completion has been met and all other First Capital Contribution requirements have been achieved and/or satisfied.

2. There are no defaults under the Project Documents or conditions which, with the giving of notice or the passage of time, or both, would constitute a default thereunder.

3. All of the representations and warranties of Lockhart GP set forth in the Partnership Agreement are true and correct in all respects as of the date hereof as if made hereon.

4. The covenants, duties, and obligations of Lockhart GP set forth in the Partnership Agreement have been satisfied.

5. Lockhart GP and the Partnership are still in good standing, are still authorized to engage in the activities as set forth in the Partnership Agreement, and except as provided to AHF there have been no changes or amendments to the articles, by-laws, certificates or other organizational documents of Lockhart GP or the Partnership.

6. There has been no material adverse change in the financial condition of any General Partner or Guarantor.

7. Lockhart GP is not in default in any of its obligations under the Amended and Restated Partnership Agreement and no Bankruptcy of Lockhart GP or any Guarantor has occurred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
This First Payment Certificate is made on the date hereof to induce AHF to make the fourth draw of the Second Capital Contribution as set forth in the Partnership Agreement.

Dated: ____________________

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: __________________________
Jeff Markey, Manager
SECOND PAYMENT CERTIFICATE

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company ("Lockhart GP") as the general partner of BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), hereby certifies to AHP HOUSING FUND 206, LLC, a Delaware limited liability company, with respect to the Second Capital Contribution (as that and all other capitalized terms used herein are defined in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of October 31, 2018 (the "Partnership Agreement"), as follows:

1. Completion has been met and all other Second Capital Contribution requirements have been achieved and/or satisfied.

2. There are no defaults under the Project Documents or conditions which, with the giving of notice or the passage of time, or both, would constitute a default thereunder.

3. All of the representations and warranties of Lockhart GP set forth in the Partnership Agreement are true and correct in all respects as of the date hereof as if made hereon.

4. The covenants, duties, and obligations of Lockhart GP set forth in the Partnership Agreement have been satisfied.

5. Lockhart GP and the Partnership are still in good standing, are still authorized to engage in the activities as set forth in the Partnership Agreement, and except as provided to AHF there have been no changes or amendments to the articles, by-laws, certificates or other organizational documents of Lockhart GP or the Partnership.

6. There has been no material adverse change in the financial condition of any General Partner or Guarantor.

7. Lockhart GP is not in default in any of its obligations under the Amended and Restated Partnership Agreement and no Bankruptcy of Lockhart GP or any Guarantor has occurred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
This Second Payment Certificate is made on the date hereof to induce AHF to make the Second Capital Contribution as set forth in the Partnership Agreement.

Dated: ____________________

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ______________________________
Jeff Markey, Manager
THIRD PAYMENT CERTIFICATE

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company ("Lockhart GP") as the general partner of BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), hereby certifies to AHP HOUSING FUND 206, LLC, a Delaware limited liability company with respect to the Third Capital Contribution (as that and all other capitalized terms used herein are defined in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of October 31, 2018 (the "Partnership Agreement"), as follows:

1. Stabilization has been met and all other Third Capital Contribution requirements have been achieved and/or satisfied.

2. There are no defaults under the First Priority Loan Documents or conditions which, with the giving of notice or the passage of time, or both, would constitute a default thereunder.

3. All of the representations and warranties of Lockhart GP set forth in the Partnership Agreement are true and correct in all respects as of the date hereof as if made hereon.

4. The covenants, duties, and obligations of Lockhart GP set forth in the Partnership Agreement have been satisfied.

5. Lockhart GP and the Partnership are still in good standing, are still authorized to engage in the activities as set forth in the Partnership Agreement, and except as provided to AHF there have been no changes or amendments to the articles, by-laws, certificates or other organizational documents of Lockhart GP or the Partnership.

6. There has been no material adverse change in the financial condition of any General Partner or Guarantor.

7. Lockhart GP is not in default in any of its obligations under the Amended and Restated Partnership Agreement and no Bankruptcy of Lockhart GP or any Guarantor has occurred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
This Third Payment Certificate is made on the date hereof to induce AHF to make the Third Capital Contribution as set forth in the Partnership Agreement.

Dated: ____________________

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ______________________________
    Jeff Markey, Manager
FOURTH PAYMENT CERTIFICATE

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company ("Lockhart GP") as the general partner of BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), hereby certifies to AHP HOUSING FUND 206, LLC, a Delaware limited liability company with respect to the Fourth Capital Contribution (as that and all other capitalized terms used herein are defined in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of October 31, 2018 (the "Partnership Agreement"), as follows:

1. Receipt of Forms 8609 for the entire Apartment Complex executed by the Agency and all other Fourth Capital Contribution requirements have been achieved and/or satisfied.

2. There are no defaults under the First Priority Loan Documents or conditions which, with the giving of notice or the passage of time, or both, would constitute a default thereunder.

3. All of the representations and warranties of Lockhart GP set forth in the Partnership Agreement are true and correct in all respects as of the date hereof as if made hereon.

4. The covenants, duties, and obligations of Lockhart GP set forth in the Partnership Agreement have been satisfied.

5. Lockhart GP and the Partnership are still in good standing, are still authorized to engage in the activities as set forth in the Partnership Agreement, and except as provided to AHF there have been no changes or amendments to the articles, by-laws, certificates or other organizational documents of Lockhart GP or the Partnership.

6. There has been no material adverse change in the financial condition of any General Partner or Guarantor.

7. Lockhart GP is not in default in any of its obligations under the Amended and Restated Partnership Agreement and no Bankruptcy of Lockhart GP or any Guarantor has occurred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
This Fourth Payment Certificate is made on the date hereof to induce AHF to make the Fourth Capital Contribution as set forth in the Partnership Agreement.

Dated: ____________________

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: ______________________________

Jeff Markey, Manager
Exhibit R

Litigation Disclosure

None.
Exhibit S

Agreement for Transfer and Assignment of Limited Partnership Interests
AGREEMENT FOR TRANSFER AND ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS

THIS AGREEMENT FOR TRANSFER AND ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS (this "Agreement") is made as of [Date], among BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), AHP HOUSING FUND 206, LLC, a Delaware limited liability company ("Assignor"), [ASSIGNEE], a [Assignee State] [Assignee Entity] ("Assignee"), and BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company (the "Lockhart GP" and, with Assignor, Assignee and the Partnership, the "Parties" and each individually, a "Party").

A. The Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 [, as amended (collectively)] (the "Partnership Agreement"). Capitalized terms not otherwise defined herein have the meanings set forth in the Partnership Agreement.

B. The Partnership is the owner of a 48-unit multifamily apartment complex intended for rental to persons of low and moderate income, known as Lockhart Springs, and located in Lockhart, Texas (the "Apartment Complex").

C. Assignor is the sole limited partner in the Partnership and Lockhart GP is the sole general partner of the Partnership.

D. Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, the entire Interest of Assignor in the Partnership.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. Defined Terms: Capitalized terms not otherwise defined herein have the meaning given such terms in the Partnership Agreement.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any person listed in any Sanctions-related list of designated persons maintained by OFAC or the U.S. Department of State, (b) any person operating, organized or resident in a Sanctioned Country or (c) any person controlled by any such person.
"Tax Credit Recapture Amounts" means the sum of: (a) any shortfall, disallowance, recapture or other loss of any Tax Credits allocated to the Assignor through the Partnership, (b) any penalties or interest imposed by the IRS, the Agency or any other governmental agency in connection with such Tax Credits, and (c) any costs incurred in connection with the determination, contest or collection of amounts described in (a) or (b).

"Tax Credit Obligations" means: (a) all requirements pursuant to and under Section 42 of the Code that must be satisfied, consistent with the applicable Project Documents, to avoid Tax Credit Recapture Amounts for the Apartment Complex, (b) all obligations pursuant to and under the Project Documents, (c) all other applicable federal, state or local affordable housing laws, regulations and other requirements relating to the Apartment Complex, (d) all requirements of any Project Lender, and (e) any rules, regulations, policies or contractual obligations enforced by the Agency and applicable to the Apartment Complex through the Agency's Tax Credits program.

"Transferred Interest" means Assignor's entire interest as a limited partner in the Partnership.

2. Transfer.

(a) Effective as of the date hereof (the "Transfer Date"), Assignor hereby (i) assigns to Assignee the Transferred Interest, and each and every right and interest therein, in consideration of the Purchase Price, the covenants herein, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and (ii) withdraws from the Partnership.

(b) Assignee hereby (i) accepts the foregoing assignment of the Transferred Interest, (ii) agrees to be admitted to the Partnership as a Substitute Limited Partner with respect to the Transferred Interest, (iii) agrees to be bound by all the terms, covenants, and conditions of the Partnership Agreement, and (iv) assumes all of Assignor's duties and obligations, existing, contingent or otherwise, relating to the Transferred Interest under the Partnership Agreement arising or accruing on or after the Transfer Date.

(c) Lockhart GP and Assignee hereby continue the Partnership as a limited partnership under the Act.

3. Release of Assignor. The Parties hereby release Assignor from all duties, liabilities and obligations under the Partnership Agreement arising or accruing after the Transfer Date.

4. Purchase Price. The aggregate purchase price ("Purchase Price") for the Transferred Interest is $100.00. The Partnership agrees to distribute to Assignor, and Assignor agrees to accept the distribution of, the Purchase Price in cash or by certified or cashier's check or by wire transfer of collected federal funds, delivered or transmitted on the date hereof.
5. **Representations, Warranties and Covenants of Assignor.** Assignor represents, warrants and covenants the following to Assignee and for the additional benefit of the Partnership:

(a) Assignor is duly and validly organized and is validly existing in good standing as a Delaware limited liability company, with full power and authority to enter into this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Assignor have been duly authorized and approved by all necessary action on the part of Assignor and do not require any further authorization or consent of Assignor or its members. This Agreement is the legal, valid and binding agreement of Assignor enforceable in accordance with its terms, except to the extent enforceability may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(c) The execution of this Agreement, the incurring and performance of the obligations set forth in this Agreement, and the consummation of the transactions contemplated by this Agreement do not violate any provisions of laws, any order, judgment or decree of any court binding on Assignor, or any of its affiliates, any provision of any indenture, agreement, or other instrument to which Assignor or any of its affiliates is a party or by which Assignor or the Transferred Interest is affected. For purposes of this Section 4(c), the term "affiliates" excludes the Partnership.

(d) On the Transfer Date, Assignor will be the sole owner of the Transferred Interest, free and clear of any lien, claim or encumbrance.

(e) Assignor shall have no financial responsibility with respect to the Transferred Interest as of the Transfer Date.

6. **Representations, Warranties and Covenants of Assignee.** Assignee represents, warrants and covenants the following to Assignor:

(a) Assignee is duly and validly organized and is validly existing in good standing as a **Assignee State** [Assignee Entity], with full power and authority to enter into this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Assignee has been duly authorized and approved by all necessary action on the part of Assignee and does not require any further authorization or consent of Assignee or its [shareholders] [partners] [members]. This Agreement is the legal, valid and binding agreement of Assignee enforceable in accordance with its terms except to the extent enforceability may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(c) The execution of this Agreement, the incurring and performance of the obligations set forth in this Agreement, and the consummation of the transactions contemplated
by this Agreement do not violate in any material respect any provisions of laws, any order, judgment or decree of any court binding on Assignee, or any of its affiliates, any provision of any indenture, agreement, or other instrument to which Assignee or any of its affiliates is a party or by which Assignee is affected.

(d) Assignee has obtained all approvals and/or consents, on behalf of both itself and the Partnership, that are necessary to effectuate the transaction contemplated herein, including any approvals or consents required under any Project Documents or under any documents to which the Partnership is a party.

(e) None of (i) Assignee, any affiliate of Assignee nor any person controlled by Assignee, or (ii) to the actual knowledge of Assignee, any person who owns a controlling interest in or otherwise controls Assignee, or (iii) to the knowledge of Assignee, if Assignee is a privately held entity, any person otherwise having a direct or indirect beneficial interest (other than with respect to an interest in a publicly traded entity) in Assignee, or (iv) any person for whom Assignee is acting as agent or nominee in connection with this investment, is a country, territory, person, organization, or entity named on an OFAC list, or is a Sanctioned Person.

7. Representations, Warranties and Covenants of Lockhart GP. Lockhart GP represents, warrants and covenants the following to Assignor:

(a) Lockhart GP is duly and validly organized and is validly existing in good standing as a Texas limited liability company, with full power and authority to enter into this Agreement and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Lockhart GP has been duly authorized and approved by all necessary action on the part of Lockhart GP and does not require any further authorization or consent of Lockhart GP or its members. This Agreement is the legal, valid and binding agreement of Lockhart GP, enforceable in accordance with its terms except to the extent enforceability may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(c) The execution of this Agreement, the incurring and performance of the obligations set forth in this Agreement, and the consummation of the transactions contemplated by this Agreement do not violate any provisions of laws, any order, judgment or decree of any court binding on Lockhart GP, or any of its affiliates, any provision of any indenture, agreement, or other instrument to which Lockhart GP or any of its affiliates is a party or by which Lockhart GP or Transferred Interest is affected.

(d) None of (i) Lockhart GP, any affiliate of Lockhart GP nor any person controlled by Lockhart GP, or (ii) to the actual knowledge of Lockhart GP, any person who owns a controlling interest in or otherwise controls Lockhart GP, or (iii) to the knowledge of Lockhart GP, if Lockhart GP is a privately held entity, any person otherwise having a direct or indirect beneficial interest (other than with respect to an interest in a publicly traded entity) in Lockhart GP, or (iv) any person for whom Lockhart GP is acting as agent or nominee in connection with
this investment, is a country, territory, person, organization, or entity named on an OFAC list, or is a Sanctioned Person.

8. **As-Is Assignment.** Assignor and Assignee each hereby acknowledge and agree that, except to the extent otherwise expressly provided in this Agreement, the Transferred Interest is being and shall be sold, transferred, assigned and conveyed to Assignee, and that Assignee shall acquire and accept the Transferred Interest, in an as-is where-is condition, without any representations or warranties of any kind or nature, express or implied, oral or written, made by Assignor, or any agent, attorney, employee, partner, member or representative of Assignor. Assignee hereby acknowledges and agrees that, except to the extent expressly provided in this Agreement: (a) neither Assignor nor any agent, attorney, employee, partner, member or representative of Assignor has made any, and hereby makes no, warranty or representation of any kind, character or nature whatsoever, express or implied; (b) Assignee hereby disclaims any implied warranties regarding the Transferred Interest; and (c) no responsibility has been or is assumed by Assignor or any party acting on behalf of Assignor as to the Transferred Interest or the value of the Transferred Interest, expense of ownership of the Transferred Interest, income potential of the Transferred Interest or as to any other fact or condition which has affected or might affect the Transferred Interest or the condition, repair value, expense of operation or income potential thereof. From and after the Transfer Date, Assignee agrees to assume all responsibility, liability and obligation for the ownership of the Transferred Interest. Assignee represents and warrants that it is knowledgeable, experienced and sophisticated with respect to interests similar to the Transferred Interest. Assignee is an affiliate of the Lockhart GP, and is relying solely on Assignor's representations and warranties expressly set forth in this Agreement, and Assignee's own expertise in purchasing the Transferred Interest. Assignee acknowledges that all information obtained by Assignee will be obtained from a variety of sources and that, except to the extent expressly provided in this Agreement, Assignor will not be deemed to have represented or warranted the completeness, truth or accuracy of any materials provided to Assignee or other information heretofore or hereafter furnished to Assignee. Assignee, with its counsel, has fully reviewed and approved the disclaimers, waivers and releases set forth in this Agreement.

9. **Reporting and Tax Matters.**

   (a) **Maintaining Partnership.** Lockhart GP shall maintain the Partnership as an entity in good standing under the laws of the State of Texas, and as a partnership for tax purposes, through the period ending three (3) years after the filing of the tax return for the last year of the Compliance Period.

   (b) **Reports.** The Parties agree that, except as modified in this Section, Assignor shall continue to receive all reports, filings and deliveries required by Article [XII] of the Partnership Agreement in a like manner to that heretofore received by Assignor, other than Forms K-1 (and state equivalents), with respect to the Transferred Interest as if such interest were still held by Assignor. Such continued reporting obligations will terminate when the financial and tax reports are delivered to Assignor with respect to the period in which the Compliance Period terminates. Notwithstanding any other provision of this Agreement or the Partnership Agreement, Lockhart GP shall deliver, or cause to be delivered, within 180 days
after the close of the taxable year in which the Transfer Date occurs, an IRS Form K-1 for such taxable year.

(c) **Partnership Representative; Tax Contests.**

(i) The Parties agree that the provisions governing Lockhart GP's obligations as the Partnership's Partnership Representative, including, without limitation, Section [6.19] of the Partnership Agreement, shall remain in force and in effect until the limitations period, as that term is described in Section 6501 of the Code, has expired for the last taxable period for which Assignor is a Partner in the Partnership. Additionally, the Partnership shall not, without the consent of Assignor: (A) file any income tax return or amended income tax return for a Fiscal Year in which Assignor was a Partner in the Partnership, (B) adopt any position for income tax purposes contrary to an existing position for income tax purposes, or (C) agree to settle or accept any administrative proposal or determination made by the IRS or other applicable government authority, in each case if the consequence of the same would be to create any shortfall, disallowance or recapture of Tax Credits for which Assignor would be liable or would extend the period for assessing any tax which is attributable to Assignor (whether or not any other party has assumed responsibility for such liability).

(ii) Lockhart GP and the Partnership agree to allow Assignor or its designee, at Assignor's own expense, to participate in any administrative or judicial proceedings involving the income tax positions with respect to the Apartment Complex and, if such participation is not permitted, Lockhart GP and the Partnership agree to consult with Assignor in defense of any such administrative or judicial proceedings, giving due consideration to the views of Assignor in the positions taken by the Partnership.

(d) **Allocations.** To the extent permitted under the Code, the allocation of income, gain, loss, credit and deduction as between Assignor and the other Partners for income tax purposes, with respect to the Transferred Interest, shall be made as of the Transfer Date.

(e) **Transfer Taxes.** Assignor shall have no obligation for any costs, expenses or liabilities relating to the conveyance of the Transferred Interest, including real estate excise taxes due and owing as the result of the transactions contemplated in this Agreement, all of which shall be the obligation of the Partnership. The Partnership hereby agrees to indemnify and hold Assignor harmless for, from and against any and all claims, demands, losses, damages, judgments, suits, actions and causes of action of any nature whatsoever (including but not limited to court costs and reasonable attorney fees) relating to the conveyance of the Transferred Interest, including those which are attributable to any real estate excise taxes due and owing as the result of the transaction contemplated in this Agreement or to a breach of any representation, warranty or covenant made by the Partnership under this Agreement. The Partnership shall be responsible for preparing and filing any required forms with respect to any tax for which it is responsible under this Section, whether required to report a tax due or to claim an exception. If any such form must, under applicable law, be signed or filed by Assignor, the Partnership shall prepare such form and provide a completed form to Assignor for signature at least ten days prior to the required filing date.
10. **Tax Credit Compliance.**

(a) **General Compliance.** The Partnership, at its sole cost and expense, shall satisfy and comply with all requirements of the Tax Credit Obligations and the Project Documents through the Compliance Period. The Partnership shall make timely, accurate and complete submissions of all reports to the Agency and all other governmental agencies and any other reports reasonably required to be delivered with respect to the Apartment Complex pursuant to the Tax Credit Obligations and the Project Documents for the time periods applicable thereto.

(b) **Delivery of Information.** During the period from the Transfer Date until the expiration of the Compliance Period, the Partnership shall deliver to Assignor the following documentation, to the extent such documentation is required under the Partnership Agreement:

(i) Within ten business days, or such other period as may be permitted under the Partnership Agreement, a copy of:

   (A) any notice of noncompliance or IRS Form 8823 issued by the Agency or its agent, or notice of any IRS proceeding involving the Partnership or the Apartment Complex which may reasonably be expected to result in the recapture of any Tax Credits with respect to the Apartment Complex;

   (B) any notice of legal proceeding (including without limitation, an eminent domain or compliance proceeding) or any notice of alleged violations of law, and any notice of all actions taken, or proposed to be taken, affecting the Partnership or the Apartment Complex by any governmental or quasi-governmental agency or other person or entity which may reasonably be expected to result in the recapture of Tax Credits; and

   (C) any notice of any default by the Partnership with respect to any loan secured by the Apartment Complex.

(ii) Within ten business days after receipt by the Partnership, a copy of any reports issued by the Agency or its agent with respect to the Apartment Complex which may reasonably relate to a recapture of Tax Credits with respect to the Apartment Complex.

(iii) Contemporaneously with its submission to the Agency, a copy of any report or information required by the Agency with respect to the Apartment Complex, including the annual compliance certification.

(iv) Contemporaneously with its submission to the IRS, a copy of any IRS Form 8823 or IRS Form 8703.

(c) **Delivery of Tax Returns.** With respect to each Fiscal Year of the Partnership during which Assignor was a Partner of the Partnership, at such time as the Accountants have prepared the proposed tax return for such year, Lockhart GP shall provide copies of such proposed tax return to Assignor for its review and comment.
(d) Delivery of Certain Tax Credit Information. During the period from the Transfer Date until three years following the filing of the tax return for the last year of the Compliance Period, the Partnership shall deliver to Assignor, within ten business days after issuance or receipt by the Partnership, any correspondence or communications to or from the IRS related to the Apartment Complex.

(e) Access to Records. The Partnership shall maintain all books and records at least through the end of the period ending three years after the filing of the tax return for the last year of the Compliance Period for the Apartment Complex. The Partnership shall make such books and records available for inspection and copying (at the cost of the Partnership) by Assignor, upon request with reasonable notice, during normal business hours during such period.


(a) As a material inducement for the sale of the Transferred Interest prior to the end of the Compliance Period, Lockhart GP and the Partnership hereby jointly and severally agree to indemnify and hold Assignor free and harmless from any Tax Credit Recapture Amounts relating to the Transferred Interest.

(b) Notwithstanding the transfer of the Transferred Interest, any Partnership or Lockhart GP indemnification obligations for the benefit of Assignor, as set forth in the Partnership Agreement or as may arise at law, including the indemnity obligations under Article 4 and Sections 6.9(h) and 6.18(d) of the Partnership Agreement, shall continue and shall survive the transfer of the Transferred Interest.

12. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with Overnight Delivery, defined below, or by depositing same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

To Assignor:
AHP Housing Fund 206, LLC
10250 Constellation Boulevard, Suite 1270
Los Angeles, California 90067
Attention: Michael L. Fowler

With a copy to:
Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202-5596
Attention: Ellen K. O’Brien

To Lockhart GP:
Bouldin 2018 Lockhart GP LLC
3801 N. Capital of TX Hwy, Suite E-204 #435,
Austin, Texas 78746
Attention: Jeff Markey
With a copy to: Locke Lord LLP  
600 Congress Avenue, Suite 2200  
Austin, Texas 78701  
Attention: Christine R. Richardson

To Assignee:  
[Assignee]  
[Assignee Address]  
Attention: [Assignee Signatory]

With a copy to:  
[Assignee Counsel]  
[Assignee Counsel Address]  
Attention: __________________________

All Notices shall be effective upon personal delivery or upon being deposited with a nationally recognized overnight delivery service such as Federal Express for next business day delivery ("Overnight Delivery") or in the United States mail. However, with respect to Notices so deposited in Overnight Delivery or in the United States mail, the time period in which a response to any such Notice must be given shall commence to run from the next Business Day following any such deposit in Overnight Delivery or on the date on the return receipt of the Notice reflecting the date of delivery or rejection of the same by the addressee thereof with respect to deposit in the United States mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of such rejected, refused or undelivered Notice. By giving to the other Party hereto at least five Business Days' written Notice thereof in accordance with the provisions hereof, the Parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

13. **Specially Designated Nationals or Blocked Persons; USA Patriot Act.** Assignor hereby notifies the Partnership, Lockhart GP, and Assignee that, pursuant to the requirements of the USA Patriot Act, Assignor is required to obtain, verify and record information that identifies the Partnership, the Partnership Controlling Parties, Assignee and the Assignee Controlling Parties, which information includes the name and address of the Partnership, the Partnership Controlling Parties, Assignee and the Assignee Controlling Parties, and other information that will allow Assignor to identify the Partnership, the Partnership Controlling Parties, Assignee and the Assignee Controlling Parties in accordance with the USA Patriot Act. Accordingly, and in addition, as necessary under applicable economic sanction laws administered by OFAC, including, without limitation, Executive Order No. 13224, Assignor reserves the right, from time to time, to require the Partnership, Lockhart GP and Assignee to provide the information detailed above and, without Consent, to compare the names of the Partnership, the Partnership Controlling Parties, Assignee and the Assignee Controlling Parties and any current or future Partnership Controlling Party or Assignee Controlling Party against the list of "Specially Designated Nationals or Blocked Persons" as set forth on the list of such persons published by OFAC (or any successor U.S. government office or list).
14. **Reaffirmation and Confirmation of Guaranty.** Concurrently with the execution of this Agreement, Lockhart GP shall cause the Guarantors to execute and deliver to Assignor the Reaffirmation and Confirmation of Guaranty in the form attached hereto as Exhibit A and incorporated herein by this reference.

15. **Amendments.** Lockhart GP and Assignee hereby covenant and agree to and with Assignor that, without the Consent of Assignor, they will not, until after the end of the Compliance Period, amend or modify (a) any Section of the Partnership Agreement containing indemnification provisions for the benefit of Assignor, or (b) Section 12.4 of the Partnership Agreement containing reporting requirements for the benefit of Assignor.

16. **Miscellaneous:**

(a) **Survival of Certain Provisions.** All representations, warranties and covenants and the provisions of Sections 7, 8, 9, 10, 11 and 15 of this Agreement shall survive the transfer of the Transferred Interest.

(b) **Costs.** Notwithstanding any contrary provision of the Partnership Agreement, each Party shall pay its own costs with respect to the transactions contemplated by this Agreement, and no amounts shall be owed by Assignor, Assignee, Lockhart GP or the Partnership as a result of any costs or expenses incurred by any such Party by reason of such transactions.

(c) **Conflicts.** In the event of any conflicts between the provisions of this Agreement and the provisions of the Partnership Agreement, the provisions of this Agreement shall control.

(d) **Applicable Law.** This Agreement shall, in all respects, be governed by the laws of the State of Texas, without regard to conflicts of law principles.

(e) **Severability.** Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein any present or future statute, law; ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail; but the provisions of this Agreement which are affected shall be curtailed and limited only to the extent necessary to bring them within the requirements of the law. If any provision of this Agreement shall be held to be invalid, the same shall not affect the validity, legality or enforceability of the remainder of this Agreement.

(f) **Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the Parties hereto.

(g) **Successors and Assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns.
(h) **Number and Gender.** In this Agreement, the masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so requires.

(i) **Non-Waiver; Consents.** No waiver by any Party hereto of any breach of this Agreement or any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision. Any consent of a Partner which is required under this Agreement shall only be effective if given in writing by the Partner.

(j) **Full Authority.** Each of the Parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the Parties respective obligations hereunder, and no approvals or consents of any other person are necessary in connection therewith.

(k) **Captions.** The captions appearing at the commencement of the Sections are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the Section at the head of which it appears the Section and not such caption shall control and govern in the construction of this Agreement.

(l) **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties, and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

(m) **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT HEREOF OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY; AND EACH PARTY TO THIS AGREEMENT AGREES THAT NO PARTY WILL SEEK TO CONSOLIDATE
ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

(n) Legal Fees. In the event of any dispute pertaining to, or litigation or arbitration arising from, the enforcement or interpretation of this Agreement, the prevailing Party shall be entitled to an award of its attorney’s fees, court costs and any other fees, costs and expenses incurred in connection with such dispute, including those incurred in connection with all appellate levels, bankruptcy, mediation or otherwise to maintain such action, from the losing Party.

(o) Counterparts and Duplicates. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart. Duplicates of this Agreement containing all counterpart signatures, whether produced from an electronically stored copy, digital, facsimile, photocopy, or other means, shall be treated as though the duplicate is an original copy of the Agreement and shall be deemed as evidence of the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first hereinabove mentioned.

BC 2018 LOCKHART, LP, a Texas limited partnership

By: BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, its sole general partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: __________________________
   Jeff Markey, Manager

AHP HOUSING FUND 206, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By: __________________________
   Name: ________________________
   Title: _________________________

[ASSIGNEE], a [Assignee State] [Assignee Entity]

By: __________________________
   Name: ________________________
   Title: _________________________

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: __________________________
   Jeff Markey, Manager
Exhibit A

to
Agreement for Transfer of Partnership Interest

Reaffirmation and Confirmation of Guaranty
REAFFIRMATION AND CONFIRMATION OF GUARANTY

As of [Date #2], the undersigned, being all of the Guarantors under that certain Guaranty Agreement for the benefit of AHP Housing Fund 206, LLC, a Delaware limited liability company ("Assignor"), dated as of October 31, 2018 (the "Guaranty"), which Guaranty secures certain obligations of Bouldin 2018 Lockhart GP LLC, a Texas limited liability company (the "Lockhart GP") in its capacity as the General Partner of BC 2018 Lockhart, LP, a Texas limited partnership (the "Partnership"), under that certain Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 [, as amended (collectively,)](the "Partnership Agreement"), hereby acknowledge, confirm and agree as follows.

1. Assignor is conveying all of its interest in the Partnership (the "Transferred Interest") to [Assignee], a [Assignee State] [Assignee Entity] ("Assignee"), pursuant to that certain Agreement for Transfer and Assignment of Partnership Interests between Assignor and Assignee dated as of [Date #2] (the "Assignment"), to which this Reaffirmation and Confirmation of Guaranty (this "Reaffirmation") is attached.

2. Guarantors hereby confirm to Assignor and agree that, notwithstanding the transfer of the Transferred Interest by Assignor to Assignee: (a) the Guaranty is and shall remain in full force and effect in accordance with its terms and is hereby ratified and confirmed in all respects; (b) Guarantors ratify and confirm their absolute, continuing and unconditional liability under the Guaranty and agree that the Guaranty shall so continue; (c) the Guaranty shall be deemed to extend to any failure of Lockhart GP or the Partnership to satisfy their respective obligations under the Assignment; (d) the defined term "Indebtedness" as used in the Guaranty shall be deemed to include the obligations of Lockhart GP under the Assignment; and (e) the defined term "Partnership Agreement," as used in the Guaranty, shall be deemed to refer to the Partnership Agreement, as amended by the Assignment.

3. Guarantors further confirm to Assignor and agree that: (a) as of the date hereof, Guarantors have no defenses to the enforcement of any rights or remedies available to Assignor under the Guaranty; (b) Guarantors have no rights of offset or other claims against Assignor with respect to the Guaranty or enforcement of the rights and remedies by Assignor thereunder; and (c) Guarantors have been given the opportunity to review the Assignment.

4. Guarantors represent and warrant that each of the representations and warranties set forth in the Guaranty is true and correct on the date hereof as though made on and as of the date hereof, and no breach of Guarantors' obligations or covenants under the Guaranty has occurred and is continuing.

5. Guarantors hereby acknowledge and agree that Assignor is relying upon this Reaffirmation in connection with the execution of the Assignment.

6. This Reaffirmation shall be governed by, and construed in accordance with, the laws of the State of Texas, but excluding any choice of law rules that would apply the law of a different jurisdiction.
IN WITNESS WHEREOF, Guarantors have executed this Reaffirmation and
Confirmation of Guaranty as of the day and year first above written.

__________________________________________
Todd Erickson, an individual

__________________________________________
Jeff Markey, an individual

BOULDIN COMMUNITIES, LLC, a Texas limited
liability company

By: ____________________________________
   Jeff Markey, Manager
Exhibit T

Option Agreement
(General Partner)
OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement") is entered into as of October 31, 2018, by and between BOULDI 2018 LOCKHART GP LLC, a Texas limited liability company ("Optionee") and AHP HOUSING FUND 206, LLC, a Delaware limited liability company ("AHF") (Optionee and AHF are sometimes collectively referred to herein as the "Parties" and individually as a "Party").

A. Optionee and AHF are all of the Partners of BC 2018 Lockhart, LP, a Texas limited partnership (the "Partnership").

B. The Partnership is governed by its Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 (the "Partnership Agreement"). Capitalized terms not otherwise defined herein shall have the definitions given them in the Partnership Agreement.

C. The Partnership has been formed to acquire the Land and develop, construct, own, maintain and operate a 48-unit multifamily rental housing development intended for rental to residents of low and moderate income, to be known as Lockhart Spring located in Lockhart, Texas (the "Apartment Complex").

D. AHF has agreed to grant to Optionee an option to purchase AHF's Interest in the Partnership, including, but not limited to, the right of AHF to receive any fees, payments and distributions pursuant to the Partnership Agreement, including, without limitation and as applicable, its right to receive payments of LP Loans and the Asset Management Fee (the "Purchased Interest") on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and in consideration of One Hundred Dollars ($100.00) in hand paid by Optionee to AHF, the receipt and sufficiency of which are hereby acknowledged, Optionee and AHF agree as follows:

1. Grant of Option. AHF grants to Optionee an option to purchase the Purchased Interest (the "Option") on the terms and subject to the conditions set forth in this Agreement.

2. Term of Options. The term of the Option (the "Option Term") shall commence on the 14th anniversary of the first day of the first taxable year of the applicable Compliance Period (as defined in Section 42(i)(l) of the Internal Revenue Code of 1986, as amended (the "Code")) applicable to the Apartment Complex. The Option Term shall terminate on the first to occur of the following: (a) 12:01 a.m. on the date that is 5 years after the expiration of the Compliance Period, or (b) termination pursuant to Sections 3 or 10 below.

3. Manner of Exercising Option.

(a) To exercise the Option, Optionee must deliver written notice of exercise (the "Notice Of Exercise") to AHF during the Option Term or during the 12 months preceding the commencement of the Option Term. The Notice of Exercise shall state that the Option is exercised without condition or qualification, except it shall be subject to the terms hereof,
including without limitation Section 5. The date of such notice shall be the "Option Exercise Date." Upon exercise of the Option, Optionee shall be obligated to buy the Purchased Interest from AHF, and AHF shall be obligated to sell the Purchased Interest to Optionee at a purchase price equal to the Purchase Price in accordance with Section 4. If Optionee exercises the Option but fails to consummate the acquisition of the Purchased Interest in accordance with Section 5 below for any reason other than a breach of this Agreement by AHF, the Option shall terminate, and no Party hereto shall have any further rights or obligations to the other Parties with respect to this Agreement; provided that, in no event shall the Optionee be obligated to consummate the acquisition of the Purchased Interest until the Purchase Price has been determined in accordance with this Agreement. The consummation of the acquisition may occur after the end of the Option Term, provided the Option Exercise Date occurs prior to the expiration of the Option Term.

(b) Promptly after receipt of the Notice of Intent to Exercise, Optionee and AHF shall each engage a commercial real estate broker (with experience in selling affordable multi-family properties similar to the Apartment Complex and in the same geographic location as the Apartment Complex and subject to the Consent of AHF) to determine the Fair Market Value of the Apartment Complex by providing a broker opinion of value ("Broker Opinion of Value") of the Apartment Complex. Each Broker Opinion of Value may take into consideration factors it deems relevant, which, at a minimum, shall include the following: (1) the existence of continued income and rent restrictions on the Apartment Complex, (2) the age of the Apartment complex and any deferred maintenance and capital need requirements set forth in a physical needs assessment prepared by a consultant with at least 5 years' experience in the low-income housing tax credit industry, or (3) the existence of any right of first refusal requirements pertaining to the Apartment Complex. AHF and the Optionee shall determine, based on the Broker Opinion of Value if they can jointly agree on the Fair Market Value of the Apartment Complex. If AHF and Optionee cannot agree on the Fair Market Value of the Apartment Complex within 30 days after receipt of both Broker Opinions of Value, then the Optionee shall market the Apartment Complex as provided in Section 4(c) below to determine Fair Market Value.

4. Purchase Price.

(a) Determination of Purchase Price. The Purchase Price for the Purchased Interest shall equal the amount that would have been received by AHF as payments and distributions under Sections 9.2 and 9.3 of the Partnership Agreement (with no duplication of distributions), assuming that the Partnership had sold the Apartment Complex on the Closing Date for the Valuation Price determined as described in Section 4(b) below and assuming a hypothetical liquidation of the Partnership on the Closing Date. Such calculation shall be adjusted to reflect any costs, brokerage fees (if Fair Market Value determined pursuant to Section 4(c) of this Agreement), expenses, gains taxes, transfer taxes, recording fees and prorations (collectively, "Transaction Costs") that the Partnership would have incurred had it consummated a sale of the Apartment Complex. Such price is herein referred to as the "Purchase Price."
(b) **Determination of Valuation Price.** The Valuation Price of the Apartment Complex shall be the Fair Market Value as described in Sections 3(b) and 4(c).

(c) **Determination of Fair Market Value.** If AHF and Optionee cannot agree on the Fair Market Value of the Apartment Complex based on the Broker Opinions of Value as provided in Section 3, then Optionee shall cause the Partnership to diligently and continuously market the Apartment Complex, and shall use its commercially reasonable efforts to market the Apartment Complex. The determination of an acceptable offer as a result of the marketing of the Apartment Complex shall in all events be made by AHF and that shall determine Fair Market Value (provided such offer is an all cash offer subject only to title, environmental and other customary conditions for similar property acquisitions).

5. **Terms of Sale of Purchased Interest.** The Purchased Interest shall be sold in its "as-is, where is" condition, without representation or warranty, except that AHF shall warrant that it is conveying the Purchased Interest free and clear of any lien, encumbrance or interest of a third party. Upon closing of the sale of the Purchased Interest, AHF shall have no further rights to receive any fees, payments or distributions from the Partnership.

6. **Completion of Sale.** The "Closing Date" shall be the date (i) 120 days after the Option Exercise Date or (ii) 60 days after determination of the Purchase Price, whichever is later, or such earlier date upon which AHF and Optionee agree; provided, however, that the Closing Date shall not occur prior to the expiration of the Compliance Period. On the Closing Date, the following shall occur: (a) Optionee shall pay the Purchase Price by wire transfer of immediately available funds; and (b) AHF shall execute transfer documents, in form and substance reasonably acceptable to Optionee, including, without limitation, an Assignment of Interest conveying the Purchased Interest to Optionee free and clear of any lien, claim, encumbrance or interest of any third party. As a condition precedent to AHF's obligations hereunder, Optionee shall obtain all consents of lenders or other third parties necessary to consummate the closing of the acquisition of the Purchased Interest, and AHF agrees to cooperate fully with Optionee in its efforts to obtain such consents. All costs associated with the sale of the Purchased Interest to Optionee pursuant to this Agreement shall be paid by Optionee.

7. **Assignment of Option.** Optionee may assign this Agreement to an Affiliate of Optionee. Optionee may not assign this Agreement or any of its rights hereunder to any other assignee without the prior written consent of AHF, which consent may be withheld in its respective sole and absolute discretion.

8. **Termination.** This Agreement and the Option granted hereby shall terminate on the withdrawal or removal of Optionee from the Partnership for any reason or upon the Conversion of the Interest of Optionee in the Partnership pursuant to Section 8.3 of the Partnership Agreement.

9. **Miscellaneous.**

(a) **Separability of Provisions.** Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing
or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

(b) **Counterparts and Duplicates.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Duplicates of this Agreement containing all counterpart signatures, whether produced from an electronically stored copy, facsimile, photocopy, or other means, shall be treated as though the duplicate is an original copy of the Agreement and shall be deemed as evidence of the terms of this Agreement.

(c) **No Continuing Waiver.** The waiver of any Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

(d) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of its conflict of laws principles.

(e) **Notices.** Any notice required by the provisions of this Agreement to be given to any Party shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with Overnight Delivery, defined below, or by depositing same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

**To AHF:**
AHP Housing Fund 206, LLC
10250 Constellation Boulevard, Suite 1270
Los Angeles, California 90067
Attention: Michael L. Fowler

With a copy to:
Kutak Rock LLP
1801 California Street, Suite 3000
Denver, Colorado 80202
Attention: Ellen K. O'Brien

**To Optionee:**
Bouldin 2018 Lockhart GP LLC
3801 N. Capital of TX Hwy, Suite E-204 #435
Austin, Texas 78746
Attention: Jeff Markey

With a copy to:
Locke Lord LLP
600 Congress Avenue, Suite 2200
Austin, Texas 78701
Attention: Christine R. Richardson

All Notices shall be effective upon personal delivery or upon being deposited with a nationally recognized overnight delivery service such as Federal Express for next business day delivery ("Overnight Delivery") or in the United States mail. However, with respect to Notices so
deposited in Overnight Delivery or in the United States mail, the time period in which a response to any such Notice must be given shall commence to run from the next Business Day following any such deposit in Overnight Delivery or on the date on the return receipt of the Notice reflecting the date of delivery or rejection of the same by the addressee thereof with respect to deposit in the United States mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of such rejected, refused or undelivered Notice. By giving to the other party hereto at least five Business Days' written Notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

(f) **Amendment.** This Agreement may be modified or rescinded only by a writing expressly relating to this Agreement and signed by AHF and Optionee.

(g) **Captions.** The captions of this Agreement are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this Agreement or any part hereof.

(h) **Entire Agreement.** This Agreement embodies the entire understanding of the Parties, and there are no further agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

(i) **Construction of Document.** This Agreement has been negotiated at arms' length and has been reviewed by counsel for the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties have executed this Option Agreement as of the date first above written.

OPTIONEE:

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, its sole general partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: [Signature] Jeff Markey, Manager

AHF:

AHP HOUSING FUND 206, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By: [Signature] Michael L. Fowler, President
IN WITNESS WHEREOF, the Parties have executed this Option Agreement as of the date first above written.

OPTIONEE:

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, its sole general partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: _____________________________
    Jeff Markey, Manager

AHF:

AHP HOUSING FUND 206, LLC, a Delaware limited liability company

By: AFFORDABLE HOUSING PARTNERS, INC., a Delaware corporation, Managing Member

By: _____________________________
    Signature
    Michael L. Fowler, President
Exhibit U

Option Agreement
(Apartment Complex)
OPTION AGREEMENT
(Apartment Complex)

THIS OPTION AGREEMENT (this "Agreement") is entered into as of October 31, 2018, by and between BC 2018 LOCKHART, LP, a Texas limited partnership (the "Partnership"), and BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company ("Optionee") (the Partnership and Optionee are sometimes collectively referred to herein as the "Parties" and individually as a "Party").

A. The Partnership is governed by its Amended and Restated Agreement of Limited Partnership dated as of October 31, 2018 (the "Partnership Agreement"). Capitalized terms not otherwise defined herein shall have the definitions given them in the Partnership Agreement.

B. Optionee and AHP Housing Fund 206, LLC, a Delaware limited liability company ("AHF"), are all of the Partners of the Partnership.

C. The Partnership has been formed to acquire the Land and develop, construct, own, maintain and operate a 48-unit multifamily rental housing development intended for rental to residents of low and moderate income, to be known as Lockhart Spring located in Lockhart, Texas (the "Apartment Complex").

D. The Partnership has agreed to grant to Optionee an option to purchase the Apartment Complex on the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and in consideration of One Hundred Dollars ($100.00) in hand paid by Optionee to the Partnership, the receipt and sufficiency of which are hereby acknowledged, Optionee and the Partnership agree as follows:

1. Grant of Option. The Partnership grants to Optionee an option to purchase the Partnership's interest in the Apartment Complex (the "Option") on the terms and subject to the conditions set forth in this Agreement.

2. Term of Option. The term of the Option (the "Option Term") shall commence on the 14th anniversary of the first day of the first taxable year of the applicable Compliance Period (as defined in Section 42(i)(l) of the Internal Revenue Code of 1986, as amended (the "Code")).

3. Manner of Exercising Option.

(a) To exercise the Option, Optionee must deliver written notice of exercise (the "Notice Of Exercise") to the Partnership during the Option Term or during the 12 months preceding the commencement of the Option Term. The Notice of Exercise shall state that the Option is exercised without condition or qualification, except it shall be subject to the terms
hereof, including without limitation Section 5. The date of such notice shall be the "Option Exercise Date." Upon exercise of the Option, the Partnership shall have thirty (30) days in which to elect to sell the Apartment Complex to Optionee. The decision to sell or not sell the Apartment Complex to Optionee shall be in the Partnership's sole and absolute discretion (with the Consent of AHF in its sole and absolute discretion as provided in the Partnership Agreement). The Partnership's failure to deliver notice of acceptance to Optionee within the thirty (30) day period shall be deemed to be the Partnership's election not to sell Apartment Complex to Optionee. If the Partnership agrees to sell the Apartment Complex to Optionee as provided herein, Optionee shall be obligated to buy the Apartment Complex from the Partnership, and the Partnership shall be obligated to sell the Apartment Complex to Optionee at a purchase price equal to the Purchase Price in accordance with Section 4. If Optionee exercises the Option, and the Partnership agrees to sell the Apartment Complex to Optionee as provided herein, but Optionee fails to consummate the acquisition of the Apartment Complex in accordance with Section 5 below for any reason other than a breach of this Agreement by the Partnership, the Option shall terminate, and no Party hereto shall have any further rights or obligations to the other Parties with respect to this Agreement; provided that, in no event shall the Optionee be obligated to consummate the acquisition of the Apartment Complex until the Purchase Price has been determined in accordance with this Agreement. The consummation of the acquisition may occur after the end of the Option Term, provided the Option Exercise Date occurs prior to the expiration of the Option Term.

(b) Promptly after receipt of the Notice of Intent to Exercise, Optionee and the Partnership shall each engage a commercial real estate broker (with experience in selling affordable multi-family properties similar to the Apartment Complex and in the same geographic location as the Apartment Complex and subject to the Consent of AHF) to determine the Fair Market Value of the Apartment Complex by providing a broker opinion of value ("Broker Opinion of Value") of the Apartment Complex. Each Broker Opinion of Value may take into consideration factors it deems relevant, which, at a minimum, shall include the following: (1) the existence of continued income and rent restrictions on the Apartment Complex, (2) the age of the Apartment complex and any deferred maintenance and capital need requirements set forth in a physical needs assessment prepared by a consultant with at least 5 years' experience in the low-income housing tax credit industry, or (3) the existence of any right of first refusal requirements pertaining to the Apartment Complex. The Partnership and the Optionee shall determine, based on the Broker Opinion of Value if they can jointly agree determine on the Fair Market Value of the Apartment Complex. If the Partnership and Optionee cannot agree on the Fair Market Value of the Apartment Complex within 30 days after receipt of both Broker Opinions of Value, then the Optionee shall market the Apartment Complex as provided in Section 4(c) below to determine Fair Market Value.

4. Purchase Price.

(a) Determination of Purchase Price. The Purchase Price for the Apartment Complex shall equal the amount that would have been received by AHF as payments and distributions under Sections 9.2 and 9.3 of the Partnership Agreement (with no duplication of distributions), assuming that the Partnership had sold the Apartment Complex on the Closing Date for the Valuation Price determined as described in Section 4(b) below and assuming a
hypothetical liquidation of the Partnership on the Closing Date. Such calculation shall be adjusted to reflect any costs, brokerage fees (if Fair Market Value determined pursuant to Section 4(c) of this Agreement), expenses, gains taxes, transfer taxes, recording fees and prorations (collectively, "Transaction Costs") that the Partnership would have incurred had it consummated a sale of the Apartment Complex. Such price is herein referred to as the "Purchase Price."

(b) Determination of Valuation Price. The Valuation Price of the Apartment Complex shall be the Fair Market Value as described in Sections 3(b) and 4(c).

(c) Determination of Fair Market Value. If the Partnership and Optionee cannot agree on the Fair Market Value of the Apartment Complex based on the Broker Opinions of Value as provided in Section 3, then Optionee shall cause the Partnership to diligently and continuously market the Apartment Complex, and shall use its commercially reasonable efforts to market the Apartment Complex. The determination of an acceptable offer as a result of the marketing of the Apartment Complex shall in all events be made by AHF and that shall determine Fair Market Value (provided such offer is an all cash offer subject only to title, environmental and other customary conditions for similar property acquisitions).

5. Completion of Sale. The "Closing Date" shall be the date (i) 120 days after the Option Exercise Date or (ii) 60 days after determination of the Purchase Price whichever is later, or such earlier date upon which Optionee and the Partnership agree; provided, however, that the Closing Date shall not occur prior to the expiration of the Compliance Period. On the Closing Date, the following shall occur: (a) Optionee shall pay the Purchase Price, by wire transfer of immediately available funds; (b) the Partnership shall execute transfer documents, in form and substance reasonably acceptable to Optionee, including, without limitation, a Special Warranty Deed conveying the Apartment Complex; and (c) the Partnership shall transfer the Apartment Complex to Optionee free and clear of any lien, claim, encumbrance or interest of any third party. As a condition precedent to the Partnership's obligations hereunder, Optionee shall obtain all consents of lenders or other third parties necessary to consummate the closing of the acquisition of the Apartment Complex, and the Partnership agrees to cooperate fully with Optionee in its efforts to obtain such consents. All costs associated with the sale of the Apartment Complex to Optionee pursuant to this Agreement shall be paid by Optionee, including, but not limited to, any and all expenses, fees, premiums or other costs assessed against or otherwise incurred by the Partnership in connection with obtaining any required consents or lenders or other third parties.

6. Partnership's Right to Sell. At any time prior to expiration of the Option Term, the Partnership shall have the right to sell the Apartment Complex subject to the terms of the Option, provided that the purchaser of the Apartment Complex (other than Optionee) assumes the obligations of the Partnership under this Agreement pursuant to an assumption agreement in form reasonably acceptable to Optionee.

7. Assignment of Option. Optionee may assign this Agreement to an Affiliate of Optionee. Optionee may not assign this Agreement or any of its rights hereunder to any other
assignee without the prior written consent of the Partnership, which consent may be withheld in its sole and absolute discretion.

8. **Termination.** This Agreement and the Option granted hereby shall terminate on the withdrawal or removal of Optionee from the Partnership for any reason or upon the Conversion of the Interest of Optionee in the Partnership pursuant to Section 8.3 of the Partnership Agreement.

9. **Miscellaneous.**

   (a) **Separability of Provisions.** Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

   (b) **Counterparts and Duplicates.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Duplicates of this Agreement containing all counterpart signatures, whether produced from an electronically stored copy, facsimile, photocopy, or other means, shall be treated as though the duplicate is an original copy of the Agreement and shall be deemed as evidence of the terms of this Agreement.

   (c) **No Continuing Waiver.** The waiver of any Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

   (d) **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, exclusive of its conflict of laws principles.

   (e) **Notices.** Any notice required by the provisions of this Agreement to be given to any Party shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with Overnight Delivery, defined below, or by depositing same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

   **To the Partnership:**
   
   BC 2018 Lockhart, LP  
   3801 N, Capital of TX Hwy, Suite E-204 #435 Austin,  
   Texas 78746  
   Attention: Jeff Markey

   **With copies to:**
   
   Locke Lord LLP  
   600 Congress Avenue, Suite 2200  
   Austin, Texas 78701  
   Attention: Christine R. Richardson
All notices shall be effective upon personal delivery or upon being deposited with a nationally recognized overnight delivery service such as Federal Express for next business day delivery ("Overnight Delivery") or in the United States mail. However, with respect to Notices so deposited in Overnight Delivery or in the United States mail, the time period in which a response to any such notice must be given shall commence to run from the next Business Day following any such deposit in Overnight Delivery or on the date on the return receipt of the notice reflecting the date of delivery or rejection of the same by the addressee thereof with respect to deposit in the United States mail. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such rejected, refused or undelivered notice. By giving to the other Party hereto at least five Business Days' written notice thereof in accordance with the provisions hereof, the Parties shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

(f) Amendment. This Agreement may be modified or rescinded only by a writing expressly relating to this Agreement and signed by the Partnership and Optionee.

(g) Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this Agreement or any part hereof.

(h) Entire Agreement. This Agreement embodies the entire understanding of the Parties, and there are no further agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.
(i) **Construction of Document.** This Agreement has been negotiated at arms' length and has been reviewed by counsel for the Parties.

(j) **Third Party Beneficiary.** AHF is a third party beneficiary of this Agreement, and the Partnership and Optionee hereby expressly agree that any amendment to this Agreement shall not be effective unless and until same is Consented to by AHF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties have executed this Option Agreement as of the date first above written.

PARTNERSHIP:

BC 2018 LOCKHART, LP, a Texas limited partnership

By: BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, General Partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: Jeff Markey, Manager

OPTIONEE:

BOULDIN 2018 LOCKHART GP LLC, a Texas limited liability company, its sole general partner

By: BOULDIN COMMUNITIES, LLC, a Texas limited liability company, its managing member

By: Jeff Markey, Manager
Exhibit A

Legal Description
Caldwell County, Texas
Cornelius Crenshaw Survey, Abstract No. 68

(6.000 Acres)

Exhibit "A-1"

A DESCRIPTION OF A 6.000 ACRE TRACT OF LAND, LOCATED IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT No. 68, OF CALDWELL COUNTY, TEXAS. SAID 6.000 ACRE TRACT BEING A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS CONTAINING 85.56 ACRES OF LAND IN A WARRANTY DEED WITH VENDOR'S LFN, RECORDED SEPTEMBER 22, 2014, FROM GRIFFITH FAMILY PARTNERS, LTD. TO LOCKHART 130 NORTH/SOUTH LTD., OF RECORD AS DOC. No. 2014-004094, OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS. SAID 6.000 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SURVEY DRAWING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disc (Grid Coordinates: N 13869827.96, E 2376982.98) found monumenting an angle point in the east line of that certain tract or parcel of land described as containing 32.333 acres of land, Parcel 648, in a Warranty Deed recorded May 28, 2005, from Griffith Family Partners, Ltd. to the State of Texas, of record in Volume 570, Page 198, Official Public Record, Caldwell County, Texas, and being the east right of way of State Highway No. 130 Toll Road, a variable width right of way, at Highway Centerline Station 3684+36.32, 341.56 feet left, also being the intersection of said east right of way with the north right of way of County Road No. 108, also known as Borchert Loop, a variable width right of way.

THENCE, along said east right of way of said State Highway No. 130, along a curve to the right, an arc distance of 807.21 feet, having a radius of 4715.00 feet, a central angle of 09° 48' 33" and a chord which bears, N 22° 17' 35" W, a distance of 806.22 feet to a PK Nail in the center of a chiseled “X” on a concrete sidewalk, found monumenting the southwest corner of that certain tract or parcel of land described as containing 6.143 acres of land in a Special Warranty Deed recorded June 20, 2014, from Lockhart 130 North/South, LTD. to Fashion Glass & Mirror, LLC, of record as Document No. 2014-002534, Official Public Records, Caldwell County, Texas, and said east right of way of said State Highway No. 130, from which a chiseled “X” found on said concrete sidewalk bears, S 83° 02' 39" W, a distance of 1.92 feet;

THENCE, S 88° 52' 57" E, departing said east right of way of said State Highway No. 130, over and across said 85.56 acre tract, along the south line of said 6.143 acre tract, a distance of 421.22 feet to an iron rod with cap stamped “MCMLS 3682” found monumenting an angle point in said south line, from which an iron rod with cap stamped “HINKLE” found bears, S 44° 52' 30" W, a distance of 2.72 feet, and from said iron rod with cap stamped “MCMLS 3682” another iron rod with cap stamped “MCMLS 3682” found bears, N 59° 30' 29" E, a distance of 350.79 feet;

THENCE, S 14° 22' 29" E, departing said south line, continuing over and across said 85.56 acre tract, a distance of 653.68 feet to an iron rod with cap stamped “GHEMATICS 5516” set to monument said north right of way of said Borchert Loop;

Page 1 of 3

4818-9132-6834.3
THENCE, S 69° 14' 56" W, along said north right of way of said Borchert Loop, a distance of 296.67 feet to the POINT OF BEGINNING of the herein described tract and containing 6.000 acres of land, more or less.

THE STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeffrey J. Carri, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of February, 2018.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 15th day of February 2018 A.D.

GEOMATICS SURVEYING AND MAPPING
10415 Old Mancosca Road #202
Austin, Texas 78748

Jeffrey J. Carri
Registered Professional Land Surveyor
No. 5516 - State of Texas

Bearing Basis: Texas State Plane Coordinates, South Central Zone (4264), NAD 83(2011)
Coordinates shown herein are grid values, distances shown herein have been scaled to surface values by dividing the grid values by a Combined Scale Factor of 0.9998818

Page 2 of 3
GEOMATICS
SURVEYING AND MAPPING INC.
10415 Old M成熟s Rg, #212, Austin, TX 78743
(512) 913-9164 | TRILS Firm Registration No. 15194101

SURVEY SKETCH to Accompany Description:
6,000 ACRES
CORNELIUS CRENSHAW SURVEY
ABSTRACT No. 68
CALDWELL COUNTY, TEXAS
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 # 19368

Existing Development Name Lockhart Springs

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.
March 1, 2019

Hunter Botts
Affordable Housing Partners, Inc.
10250 Constellation Boulevard, Suite 1270
Los Angeles, CA 90067

Re: Application #19256 Beeville Springs and 19368 Sweetwater Springs

Dear Mr. Botts:

        Our development team has partnered with Olympia Construction for our 2019 Housing Tax Credit application submissions. As in the past, part of the scoring criteria is associated with providing units for tenants with special needs.

        In our 2018 application, Lockhart Spring, we agree to set-aside ten percent of our units for the 811 Program. The Texas Department of Housing and Community Affairs has included the Lockhart Springs in our “existing” portfolio and is requiring that we agree to add additional 811 Program units to that development. We have disagreed with this decision because we underwrote the development with ten percent and did not contemplate any additional units 811 Program units. In addition, the Lockhart Spring development was under a different Partnership, with different principal from the principals on our 2019 applications.

        It is our understanding, in accordance with the Limited Partnership Agreement (“LPA”), we would need consent in order to place additional 811 Program units as it could create a default under the LPA.

Yours truly,

Jeff Markey
Manager
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:

AHP Letter

**ATTACH PDF OF THE RESPONSE FROM THE THIRD PARTY THAT REFLECTS THEIR DECISION TO DENY THE REQUESTED CONSENT BEHIND THIS PAGE.**
February 25, 2019

Jeff Markey  
3801 N. Capital of Texas Hwy., Suite E-204 #435  
Austin, Texas 78746

Re: 18245 Lockhart Springs, Lockhart, Texas

Dear Mr. Markey,

Affordable Housing Partners, Inc. (“AHP”) has received and reviewed your request for Lockhart Springs (the “Project”) to participate in HUD’s Section 811 Program. For the reasons discussed below, we cannot approve this request at this time.

As background, the Project is currently governed pursuant to the BC 2018 Lockhart, LP Amended and Restated Agreement of Limited Partnership dated October 31, 2018 (the “Partnership Agreement”). An affiliate of AHP is the Limited Partner (herein so called) under the Partnership Agreement. Prior to entering into the Partnership Agreement, AHP performed extensive due diligence on the Project, including an underwriting of the Project’s operations and an assessment of any restrictions and limitations applicable to the Project. AHP used the information discovered during its due diligence to underwrite mortgage sizing and operating deficit reserves; which were all considered in the decision to invest in the Project.

The Partnership Agreement contains restrictions on modifying certain Project assumptions and encumbering the Project, which would include adding a requirement to comply with the Section 811 Program. Adding the Section 811 Program requirement to the Project without the Limited Partner’s consent would cause the General Partner to be in default under Section 6.2 of the Partnership Agreement. It would also be inconsistent with the underwriting that AHP performed as part of the decision to invest in the Project.

Should there be any questions or additional information needed, please contact me.

Sincerely,

Hunter Botts  
Vice President, Acquisitions
Tab 20

Acquisition and Rehabilitation Information

Not Applicable
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 APPROVED PROGRAMS (mark all that apply):

   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 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)

   **IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**

   - The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e. expiration will occur within two (2) calendar years of July 31, 2019). See §11.5(3)(E) and (F) of the 2019 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
   - The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2019), AND the mortgage is eligible for prepayment or has been prepaid.

   **PART B:** DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

   - Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); OR
   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND
   - Are proposed to be disposed of or demolished by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; OR
   - Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; OR
   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C:** THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:

   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
   - The Application proposes the same number of restricted units; AND EITHER

   2/28/2019
Tab 21

Occupied Rehabilitation Developments

Not Applicable
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; or
- All monthly or annual operating summaries available.

AND

- 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

2/28/2019
Tab 22

Architectural Drawing Must be Submitted Behind this Tab

- Site Plan
- Building Floor Plans
- Unit Floor Plans
- Elevations for each building type
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK

- Site Plan which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)).

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

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

  For Supportive Housing only, specification of space to be used for 75 sq ft/unit common space.

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

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

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

2/28/2019
1. The engineer has researched codes, ordinances, and other developmental requirements of local government, including fire, with jurisdiction over the site, and verifies that the site plan conforms to all applicable zoning, site development, and building coded ordinances. Actual submission to, or review by a local government, including fire, is not required.

2. There are no known variances that will be required for this project.

3. Dimensions are to face of curb. Radii are to face of curb, or center of striping unless noted otherwise.

4. Contractor shall refer to architectural plans for exact locations and dimensions of building exit, porch, ramps, sidewalks, down spouts, and other appurtenances which are connected to the building, precise building dimensions, and exact building utility locations.

5. Contractor shall refer to electrical plans for types of light fixtures and conduit routing.

6. Contractor shall provide fire lane striping as per governing entity.

7. Existing topographic information was taken from Google Earth elevation data and no warranty is made as to its accuracy.

8. The minimum horizontal separation between parallel water and sewer lines is ten (10) feet, and the minimum vertical separation between crossing water and sewer lines is eighteen (18) inches.

9. Proposed finish floor elevations are preliminary and were developed for approximate earthwork quantities.

10. A portion of this property lies within zone A per flood insurance rate map No. 4805020005C, effective date June 19, 1989.
- The engineer has researched codes, ordinances, and other developmental requirements of local government, including fire, with jurisdiction over the site, and verifies that the site plan conforms to all applicable zoning, site development, and building coded ordinances. Actual submission to, or review by a local government, including fire, is not required.

- There are no known variances that will be required for this project.

- Dimensions are to face of curb. Radii are to face of curb, or center of striping unless noted otherwise.

- Contractor shall refer to architectural plans for exact locations and dimensions of building exit porches, ramps, sidewalks, down spouts and other appurtenances which are connected to the building, precise building dimensions, and exact building utility locations.

- Contractor shall refer to electrical plans for types of light fixtures and conduit routing.

- Contractor shall provide fire lane striping as per governing entity.

- Existing topographic information was taken from Google Earth elevation data and no warranty is made as to its accuracy.

- The minimum horizontal separation between parallel water and sewer lines is ten (10) feet, and the minimum vertical separation between crossing water and sewer lines is eighteen (18) inches.

- Proposed finish floor elevations are preliminary and were developed for approximate earthwork quantities.

- A portion of this property lies within Zone A per Flood Insurance Rate Map No. 4805020005C, effective date June 19, 1989.
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<th># OF BEDROOMS</th>
<th># OF BATHS</th>
<th>SQ FT PER UNIT</th>
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<th>TOTAL SQ FT FOR UNIT TYPE</th>
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<td>TOTAL NRA = 48</td>
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## PROJECT SUMMARY SHEET

**SWEETWATER SPRINGS**
Sweetwater, Texas

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<th>B</th>
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<th>UNIT LABEL</th>
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<th># OF BATHS</th>
<th>SQ FT PER UNIT</th>
<th>NUMBER OF UNITS PER UNIT</th>
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| TOTAL UNITS PER BLDG | 8 | 8 | 12 | 12 | 8 | TOTAL NRM: 48 | 52,564 |

| RESIDENTIAL BUILDING COMMON AREA | 1516 SF | 1562 SF | 2168 SF | 2185 SF | 1212 SF |
| COMMUNITY BUILDING COMMON AREA | 2342 SF |

APRIL 2019
BUILDING "A"

TOTAL UNIT SF: 8,264 SF
BREACH/SPACE: 118 SF
PATIO/BALCONY/STORAGE: 164 SF
NET RENTABLE AREA: 8,264 SF

FEBRUARY 2019
SWEETWATER SPRINGS
Sweetwater, Texas
BUILDING C - ELEVATIONS

FRONT ELEVATION

LEFT SIDE ELEVATION

EXTerior finishes
36% Hardi siding
24% simulated stone

Fiber cement siding (TYP)
Simulated stone veneer (TYP)

Ridge vent (TYP)
Architectural singles (TYP)

Vinyl railing (TYP)

Scale: 1/32" = 1'-0"
FRONT ELEVATION
(REAL MIRRLED)

LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

BUILDING B - ELEVATIONS

SCALE: 1/32" = 1'-0"
FRONT ELEVATION

LEFT SIDE ELEVATION

BUILDING C - ELEVATIONS

SCALE: 1/32" = 1'-0"
Tab 23

Specifications and Building/Unit Type Configuration
UNIT SIZE AND/OR UNIT TYPES BETWEEN THIS EXHIBIT AND THE RENT SCHEDULE DO NOT MATCH.

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)

Net Rentable Square Footage from Rent Schedule

If a revised form is submitted, date of submission:
**SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION**

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

### Specifications and Amenities (check all that apply)
- Single Family Construction
- SRO
- Transitional (per §42(i)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- X > 4 Units Per Building
- Townhome

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

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<th>Number of Parking</th>
<th>Free</th>
<th>Paid</th>
<th>Shed or Flat Roof Carport Spaces</th>
<th>Detached Garage Spaces</th>
<th>Attached Garage Spaces</th>
<th>Uncovered Spaces</th>
<th>Structured Parking Garage Spaces</th>
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### Floor Composition/Wall Height:
- 100 % Carpet/Vinyl/Resilient Flooring
- 8 Ceiling Height
- 8 % Ceramic Tile
- 8 Upper Floor(s) Ceiling Height (Townhome Only)
- 8 % Other

### Description:

#### Building Label

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<th>Number of Units Per Building</th>
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### Totals

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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>48</td>
<td>52,564</td>
</tr>
</tbody>
</table>

**Total Residential Buildings**

### Net Rentable Square Footage from Rent Schedule

Supportive Housing Applicants Only

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

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

MF RCVD Mon 4/8/2019 12:46 PM-LC
Tab 23a

Accessible Mobility Units Calculation
# Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

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<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
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<td>Unit Description</td>
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<td>1 bed / 1 bath</td>
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<td>5%</td>
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<td>1</td>
</tr>
<tr>
<td>2 bed / 2 bath</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3 bed / 2 bath</td>
<td>10</td>
<td>5%</td>
<td>0.5</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: ____________________________ M. Randall Porter
Signature Printed Name

3/1/2019 Wallace Architects, LLC
Date Firm Name (If applicable)
Tab 23b

Accessible Hearing / Visual Units Calculation
# Accessible Hearing/Visual Units Calculation

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

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

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

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required ( Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1 bed / 1 bath</td>
<td>8</td>
<td>2%</td>
<td>0.16</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2 bed / 2 bath</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3 bed / 2 bath</td>
<td>10</td>
<td>2%</td>
<td>0.2</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
| *NOTE:* If total is more than what is required, Applicant will select which to include under "Units Proposed"

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required ( Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
| *NOTE:* Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

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

By: [Signature]  
M. Randall Porter  
Printed Name

3/1/2019  
Wallace Architects, LLC  
Date  
Firm Name (If applicable)
Tab 23c

Accessible Parking Calculation for Residential Units
# Accessible Parking Calculation

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


## Accessible Parking for Facilities and Amenities

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

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Office / Community Building</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 1
## Accessible Parking for Residential Units

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

**Enter the information indicated below.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>48</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>107</td>
</tr>
<tr>
<td>Total carports:</td>
<td>0</td>
</tr>
<tr>
<td>Total garages:</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td>107</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>1</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>96</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>3</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>48</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<td>4</td>
</tr>
</tbody>
</table>

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

### Distribution of APSs Among the Various Types of Parking

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 4

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: 1

Minimum number of surface parking spaces that must be van APSs: 1

Minimum number of carports that must be van APSs: 0

Minimum number of garages that must be van APSs: 0

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

**Signature**

M. Randall Porter

**Date:**

3/1/2019

**Printed Name**

M. Randall Porter

**Firm Name (if applicable)**

Wallace Architects, LLC
### 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>Office / Community Building</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 1
**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: | 48 |
| Total surface parking spaces:          | 107 |
| Total carports:                        | 0 |
| Total garages:                         | 0 |
| Total parking spaces of all types:     | Calculated from above: | 107 |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | Calculated on prior page: | 1 |
| Total of all types of parking spaces that serve dwelling units: | Calculated from above: | 106 |
| APSs for mobility accessible units (5% of unit count, if spaces are sufficient): | Calculated from above: | 3 |
| Parking spaces that serve dwelling units in excess of one per unit (if applicable): | Calculated from above: | 58 |
| APSs required in excess of one per mobility accessible unit: | Calculated from above: | 2 |
| **Total APSs required (including dwelling units and facilities/amenities):** | Calculated from above: | 6 |

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

**Distribution of APSs Among the Various Types of Parking**

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 6

Minimum number of carports that must be APSs: 0

Number of garages that must be APSs: 0

**APs that Must Be Van Spaces**

Total Van APSs required, including all types of spaces: 1

Minimum number of surface parking spaces that must be van APSs: 1

Minimum number of carports that must be van APSs: 0

Minimum number of garages that must be van APSs: 0

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

Signature: M. Randall Porter

Date: 4/2/2019

Printed Name: M. Randall Porter

Firm Name (if applicable): Wallace Architects, LLC
Tab 24

Rent Schedule
### Rent Schedule

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

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

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>878</td>
<td>7,024</td>
<td>657</td>
<td>102</td>
<td>555</td>
<td>4,440</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1.0</td>
<td></td>
<td>878</td>
<td>0</td>
<td>557</td>
<td></td>
<td>557</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>27</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>29,322</td>
<td>789</td>
<td>134</td>
<td>655</td>
<td>17,685</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>3,258</td>
<td>700</td>
<td></td>
<td>700</td>
<td>2,100</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>3</td>
<td>2.0</td>
<td>1296</td>
<td>10,368</td>
<td>911</td>
<td>167</td>
<td>744</td>
<td>5,952</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>3</td>
<td>2.0</td>
<td>1296</td>
<td>2,592</td>
<td>937</td>
<td></td>
<td>937</td>
<td>1,874</td>
</tr>
</tbody>
</table>

**Non Rental Income:**
- $9.88 per unit/month for: 474
- 0 per unit/month for: 0
- 0 per unit/month for: 0

**TOTAL NONRENTAL INCOME:**
- $9.88 per unit/month

**= POTENTIAL GROSS MONTHLY INCOME:**
- 32,525

**= EFFECTIVE GROSS MONTHLY INCOME:**
- 30,086

**x 12 = EFFECTIVE GROSS ANNUAL INCOME:**
- 361,030

---

100967.125

If a revised form is submitted, date of submission: 2/28/2019
### 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>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>878</td>
<td>7,024</td>
<td>657</td>
<td>102</td>
<td>555</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>27</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>29,322</td>
<td>789</td>
<td>134</td>
<td>655</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>3,258</td>
<td>700</td>
<td>700</td>
<td>2,100</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>3</td>
<td>2.0</td>
<td>1296</td>
<td>10,368</td>
<td>911</td>
<td>167</td>
<td>744</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>3</td>
<td>2.0</td>
<td>1296</td>
<td>2,592</td>
<td>937</td>
<td>937</td>
<td>1,874</td>
</tr>
</tbody>
</table>

### Rent Schedule

- **Total Nonrental Income**: $9.88 per unit/month for: 474
- **Late fees, NSF, Vending**: 474
- **Potential Gross Monthly Income**: 32,525
- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 7.50% (2,439)
- **Rental Concessions (enter as a negative number)**
- **Effective Gross Monthly Income**: 30,086
- **x 12 = Effective Gross Annual Income**: 361,030

**Note:** If a revised form is submitted, date of submission: 4/1/2019

---

**Non Rental Income**

- **$9.88** per unit/month for: 474
- **Late fees, NSF, Vending**: 474
- **Total Nonrental Income**: 32,051

**Potential Gross Monthly Income**: 32,525

- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 7.50% (2,439)
- **Rental Concessions (enter as a negative number)**
- **Effective Gross Monthly Income**: 30,086
- **x 12 = Effective Gross Annual Income**: 361,030

---

**Rent Schedule**

<table>
<thead>
<tr>
<th>Number of</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>$204</td>
</tr>
<tr>
<td>$219</td>
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<td>$263</td>
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<td>$394</td>
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<td>$455</td>
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<tr>
<td>$789</td>
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<tr>
<td>$911</td>
</tr>
</tbody>
</table>

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**If a revised form is submitted, date of submission:** 4/1/2019
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
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<tr>
<td>TC40%</td>
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<tr>
<td>TC50%</td>
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<tr>
<td>TC60%</td>
<td>100%</td>
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<tr>
<td>TC70%</td>
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<tr>
<td>TC80%</td>
<td>0</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>43</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
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<tr>
<td>MR</td>
<td>12%</td>
</tr>
<tr>
<td>MR Total</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
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</tr>
<tr>
<td>Total HTC Units</td>
<td>48</td>
</tr>
<tr>
<td>National Housing Trust Fund</td>
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<tr>
<td>HTF30%</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
</tr>
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<td>MR</td>
<td>0</td>
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<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan</td>
<td></td>
</tr>
<tr>
<td>30%</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
</tr>
<tr>
<td>LH/50%</td>
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<td>HH/60%</td>
<td>0</td>
</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
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<tr>
<td>Other</td>
<td>0</td>
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<tr>
<td>Total OT Units</td>
<td>0</td>
</tr>
</tbody>
</table>

### ACQUISITION + HARD

<table>
<thead>
<tr>
<th>Bedrooms</th>
<th>Cost Per Sq Ft</th>
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<tr>
<td>0</td>
<td>$119.04</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$119.04</td>
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<tr>
<td>4</td>
<td>$80.92</td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

**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.
Tab 25

Utility Allowances
**Utility Allowances [§10.614]**

Applicant must attach documentation to this form to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td>$24</td>
<td>$29</td>
<td>$35</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$ 8</td>
<td>$12</td>
<td>$16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$32</td>
<td>$44</td>
<td>$57</td>
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<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$17</td>
<td>$23</td>
<td>$29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$20</td>
<td>$25</td>
<td>$30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$  -</td>
<td>$102.0</td>
<td>$134.0</td>
<td>$167.0</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 2/28/2019
February 22, 2019

Robbye Meyer
Arx Advantage
Austin, Texas
robbye@arxadvantage.net

RE: 2019 HTC Application – proposed site located in Sweetwater, Texas

Dear Ms. Meyer:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2019 Housing Tax Credit ("HTC"), located in Sweetwater, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity, water and sewer and that the utilities are not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Apartments 5+.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated February 22, 2019. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-4603, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell
Senior Compliance Monitor
<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Natural Gas</th>
<th>Bottled Gas</th>
<th>Electric</th>
<th>Fuel Oil</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Space Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Resistance</td>
<td>$21.40</td>
<td>$24.30</td>
<td>$29.46</td>
<td>$35.04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Heat Pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$7.18</td>
<td>$8.45</td>
<td>$12.22</td>
<td>$16.00</td>
<td>$19.70</td>
<td>$22.53</td>
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<tr>
<td><strong>Other Electric</strong></td>
<td>$27.10</td>
<td>$31.88</td>
<td>$44.36</td>
<td>$56.83</td>
<td>$69.31</td>
<td>$81.79</td>
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<tr>
<td><strong>Air Conditioning</strong></td>
<td>$14.53</td>
<td>$16.87</td>
<td>$22.52</td>
<td>$28.69</td>
<td>$35.13</td>
<td>$41.68</td>
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<tr>
<td><strong>Water Heating</strong></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$16.94</td>
<td>$19.93</td>
<td>$25.44</td>
<td>$30.02</td>
<td>$34.33</td>
<td>$39.52</td>
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<tr>
<td><strong>Water</strong></td>
<td>$47.45</td>
<td>$52.45</td>
<td>$85.81</td>
<td>$135.85</td>
<td>$185.89</td>
<td>$237.88</td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td>$49.97</td>
<td>$52.25</td>
<td>$63.94</td>
<td>$80.79</td>
<td>$97.65</td>
<td>$114.50</td>
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<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other - specify</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$184.57</td>
<td>$206.14</td>
<td>$283.75</td>
<td>$383.22</td>
<td>$482.97</td>
<td>$584.84</td>
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<tr>
<td><strong>Total Allowance (Rounded Up)</strong></td>
<td>$185.00</td>
<td>$207.00</td>
<td>$284.00</td>
<td>$384.00</td>
<td>$483.00</td>
<td>$585.00</td>
</tr>
</tbody>
</table>
Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

**General & Administrative Expenses**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$4,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$2,500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,800</td>
</tr>
<tr>
<td>Telephone</td>
<td>$1,200</td>
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<tr>
<td>Other</td>
<td>$2,000</td>
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<tr>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$1,800</td>
</tr>
</tbody>
</table>

Total General & Administrative Expenses: $25,800

**Management Fee:** Percent of Effective Gross Income: 6.00% $21,662

**Payroll, Payroll Tax & Employee Benefits**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$17,472</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$14,560</td>
</tr>
<tr>
<td>Other</td>
<td>$3,363</td>
</tr>
</tbody>
</table>

Total Payroll, Payroll Tax & Employee Benefits: $35,395

**Repairs & Maintenance**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td></td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$8,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$4,600</td>
</tr>
<tr>
<td>Repairs</td>
<td>$13,000</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Total Repairs & Maintenance: $30,000

**Utilities (Enter Only Property Paid Expense)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$9,000</td>
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<tr>
<td>Trash</td>
<td>$4,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$38,400</td>
</tr>
<tr>
<td>Other</td>
<td>$3,600</td>
</tr>
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</table>

Total Utilities: $55,000

**Property Taxes:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$38,635</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
</tbody>
</table>

Total Property Taxes: $38,635

**Reserve for Replacements:** Annual reserves per unit: $250 $12,000

**Other Expenses**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$1,000</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
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</tr>
<tr>
<td>TDHCA Compliance fees ($40/HIC unit)</td>
<td>$1,920</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
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</tr>
<tr>
<td>Bond Trustee Fees</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$1,800</td>
</tr>
</tbody>
</table>

Total Other Expenses: $2,920

**TOTAL ANNUAL EXPENSES** Expense per unit: $4779 $229,412

**NET OPERATING INCOME (before debt service)** $131,618

**Annual Debt Service**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perm Lender</td>
<td>$107,758</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL DEBT SERVICE** Debt Coverage Ratio: 1.22 $107,758

**NET CASH FLOW** $23,860

---

If a revised form is submitted, date of submission: 2/28/2019
## ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$ 4,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$ 2,500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 2,800</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 1,200</td>
</tr>
<tr>
<td>Other</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>Other</td>
<td>$ 1,800</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$ 15,800</td>
</tr>
</tbody>
</table>

**Management Fee:**
- Percent of Effective Gross Income: 6.00%
- $ 21,662

### Payroll, Payroll Tax & Employee Benefits

| Management                                    | $ 17,472 |
| Maintenance                                   | $ 14,560 |
| **Total Payroll, Payroll Tax & Employee Benefits:** | $ 35,935 |

### Repairs & Maintenance

| Elevator                                      |     |
| Exterminating                                 | $ 2,000 |
| Grounds                                       | $ 8,000 |
| Make-ready                                    | $ 4,000 |
| Pool                                          | $ 13,000 |
| Other                                         | $ 1,500 |
| **Community building supplies**               | $ 1,500 |
| **Total Repairs & Maintenance:**              | $ 30,000 |

### Utilities (Enter Only Property Paid Expense)

| Electric                                      | Similar owned & managed properties: $ 9,000 |
| Natural gas                                   |     |
| Trash                                         | Similar owned & managed properties: $ 4,000 |
| Water/Sewer                                   | Similar owned & managed properties: $ 38,400 |
| Other                                         | Fire alarm: $ 3,600 |
| Other                                         |     |
| **Total Utilities:**                           | $ 55,000 |

**Annual Property Insurance:**
- Rate per net rentable square foot: $ 0.34
- $ 18,000

### Property Taxes:

**Published Capitalization Rate:** 9.00%
**Source:** previous TDHCA app
- Annual Property Taxes: $ 38,635
- Payments in Lieu of Taxes: $ 0
- **Total Property Taxes:** $ 38,635

### Reserve for Replacements:
- Annual reserves per unit: $ 250
- $ 12,000

### Other Expenses

| Cable TV                                      | $ 1,000 |
| Supportive Services (Staffing/Contracted Services) |     |
| TDHCA Compliance fees ($40/HTC unit)           | $ 1,920 |
| TDHCA Direct Loan Compliance Fees ($34/MDL unit) |     |
| TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit) |     |
| Bond Trustee Fees                             |     |
| Security                                      |     |
| Other                                         | $ 2,920 |

**Total Other Expenses:** $ 2,920

### TOTAL ANNUAL EXPENSES

- Expense per unit: $ 4779
- $ 229,412

### NET OPERATING INCOME (before debt service)
- $ 131,618

### Annual Debt Service

**Perm Lender**
- $ 108,842

**TDHCA Bond-Issuer Admin Fee (0.10%)**
- $ 108,842

**TOTAL ANNUAL DEBT SERVICE**
- Debt Coverage Ratio: 1.21
- $ 108,842

**NET CASH FLOW**
- $ 22,776

**If a revised form is submitted, date of submission:**
Tab 27

15 Year Rental Housing Operation Proforma
## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$384,612</td>
<td>$392,304</td>
<td>$400,150</td>
<td>$408,153</td>
<td>$416,316</td>
<td>$459,647</td>
<td>$507,487</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$5,691</td>
<td>$5,805</td>
<td>$5,921</td>
<td>$6,039</td>
<td>$6,160</td>
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</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$390,303</td>
<td>$398,109</td>
<td>$406,071</td>
<td>$414,193</td>
<td>$422,477</td>
<td>$466,448</td>
<td>$514,997</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($29,273)</td>
<td>($29,858)</td>
<td>($30,455)</td>
<td>($31,064)</td>
<td>($31,686)</td>
<td>($34,984)</td>
<td>($38,625)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$361,030</td>
<td>$368,251</td>
<td>$375,616</td>
<td>$383,128</td>
<td>$390,791</td>
<td>$431,465</td>
<td>$476,372</td>
</tr>
</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$15,800</td>
<td>$16,274</td>
<td>$16,762</td>
<td>$17,265</td>
<td>$17,783</td>
<td>$20,615</td>
<td>$23,899</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$21,662</td>
<td>$22,095</td>
<td>$22,537</td>
<td>$22,988</td>
<td>$23,448</td>
<td>$25,888</td>
<td>$28,583</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$35,395</td>
<td>$36,457</td>
<td>$37,551</td>
<td>$38,677</td>
<td>$39,837</td>
<td>$46,182</td>
<td>$53,538</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,000</td>
<td>$9,270</td>
<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$42,400</td>
<td>$43,672</td>
<td>$44,982</td>
<td>$46,332</td>
<td>$47,722</td>
<td>$55,322</td>
<td>$64,134</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$38,635</td>
<td>$39,794</td>
<td>$40,988</td>
<td>$42,218</td>
<td>$43,484</td>
<td>$50,410</td>
<td>$58,439</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$12,000</td>
<td>$12,360</td>
<td>$12,731</td>
<td>$13,113</td>
<td>$13,506</td>
<td>$15,657</td>
<td>$18,151</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$6,520</td>
<td>$6,716</td>
<td>$6,917</td>
<td>$7,125</td>
<td>$7,338</td>
<td>$8,507</td>
<td>$9,862</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$229,412</td>
<td>$236,078</td>
<td>$242,939</td>
<td>$250,002</td>
<td>$257,272</td>
<td>$296,955</td>
<td>$342,823</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$131,618</td>
<td>$132,173</td>
<td>$132,677</td>
<td>$133,126</td>
<td>$133,519</td>
<td>$134,510</td>
<td>$133,549</td>
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## DEBT SERVICE

<p>| | | | | | | | |</p>
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</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$107,758</td>
<td>$107,758</td>
<td>$107,758</td>
<td>$107,758</td>
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<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$23,860</td>
<td>$24,415</td>
<td>$24,919</td>
<td>$25,368</td>
<td>$25,761</td>
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<td>CUMULATIVE NET CASH FLOW</td>
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<td>$73,194</td>
<td>$98,562</td>
<td>$124,323</td>
<td>$255,605</td>
<td>$386,961</td>
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</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$384,612</td>
<td>$392,304</td>
<td>$400,150</td>
<td>$408,153</td>
<td>$416,316</td>
<td>$459,647</td>
<td>$507,487</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$5,691</td>
<td>$5,805</td>
<td>$5,921</td>
<td>$6,039</td>
<td>$6,160</td>
<td>$6,801</td>
<td>$7,509</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$390,303</td>
<td>$398,109</td>
<td>$406,071</td>
<td>$414,193</td>
<td>$422,477</td>
<td>$466,448</td>
<td>$514,997</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(29,273)</td>
<td>$(29,858)</td>
<td>$(30,455)</td>
<td>$(31,064)</td>
<td>$(31,686)</td>
<td>$(34,984)</td>
<td>$(38,625)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$361,030</td>
<td>$368,251</td>
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<td>$390,791</td>
<td>$431,465</td>
<td>$476,372</td>
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<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
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</tr>
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<td>$23,899</td>
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<tr>
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<td>$22,095</td>
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<td>$25,888</td>
<td>$28,583</td>
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<tr>
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<td>$36,457</td>
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<td>$38,677</td>
<td>$39,837</td>
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<td>$45,378</td>
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<td>$39,143</td>
<td>$45,133</td>
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<td>$11,743</td>
<td>$13,613</td>
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<td>$47,722</td>
<td>$55,322</td>
<td>$64,134</td>
</tr>
<tr>
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<td>$18,540</td>
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<td>$19,669</td>
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<td>$23,486</td>
<td>$27,227</td>
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<tr>
<td>Property Tax</td>
<td>$38,635</td>
<td>$39,794</td>
<td>$40,988</td>
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<td>$43,484</td>
<td>$50,410</td>
<td>$58,439</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$12,000</td>
<td>$12,360</td>
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<td>$13,113</td>
<td>$13,506</td>
<td>$15,657</td>
<td>$18,151</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$6,520</td>
<td>$6,716</td>
<td>$6,917</td>
<td>$7,125</td>
<td>$7,338</td>
<td>$8,507</td>
<td>$9,862</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$229,412</td>
<td>$236,078</td>
<td>$242,939</td>
<td>$250,002</td>
<td>$257,272</td>
<td>$296,955</td>
<td>$342,823</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$131,618</td>
<td>$132,173</td>
<td>$132,676</td>
<td>$133,128</td>
<td>$133,519</td>
<td>$134,510</td>
<td>$137,549</td>
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<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
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<td>$108,842</td>
<td>$108,842</td>
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<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$22,776</td>
<td>$23,331</td>
<td>$23,835</td>
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<td>$24,677</td>
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<tr>
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<td>$69,942</td>
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<td>$118,903</td>
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<tr>
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<tr>
<td>Other (Describe)</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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---

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

**C. Reed Dolihite**  
Printed Name  
3/1/2019

**Phone:** 205-264-4017  
**Email:** reed.dolihite@regions.com

---

**Signature, Authorized Representative, Syndicator**

**C. Reed Dolihite**  
Printed Name  
3/1/2019

If a revised form is submitted, date of submission:
Tab 28

Offsite Cost Breakdown
This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A. 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></td>
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</tr>
</tbody>
</table>

**Lines 35-37 Hidden**

**Total**

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

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

Seal
Tab 29

Site Work Cost Breakdown
Site Work Cost Breakdown

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

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

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

The 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, right-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

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

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$0.00</td>
<td>In A/E Design Fee</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
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<td>$0.00</td>
<td>In A/E Design Fee</td>
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<td>$0.00</td>
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<tr>
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<td>$10,000.00</td>
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<td>$273,779.00</td>
<td>In A/E Design Fee</td>
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<td>$273,779.00</td>
</tr>
<tr>
<td>Fine grading</td>
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<td>In A/E Design Fee</td>
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</tr>
<tr>
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<tr>
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<td>$229,491.00</td>
<td>$229,491.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$113,464.00</td>
<td>1</td>
<td>$113,464.00</td>
<td>In A/E Design Fee</td>
<td>$113,464.00</td>
<td>$113,464.00</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
<td>In A/E Design Fee</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$7,500.00</td>
<td>1</td>
<td>$7,500.00</td>
<td>In A/E Design Fee</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$712,800</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

2-28-19

T. Craig Carney, P.E.
Printed Name

If a revised form is submitted, date of submission:

2-28-19
This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$150,000</td>
<td>$0 $0</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
<td>$0 $0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>273,779</td>
<td>273,779</td>
</tr>
<tr>
<td>Fine grading</td>
<td>15,776</td>
<td>15,776</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>35,290</td>
<td>35,290</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>27,500</td>
<td>27,500</td>
</tr>
<tr>
<td>On-site paving</td>
<td>229,491</td>
<td>229,491</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>113,464</td>
<td>113,464</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$712,800</td>
<td>$0 $712,800</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>85,000</td>
<td>85,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Fencing</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$160,000</td>
<td>$0 $160,000</td>
</tr>
</tbody>
</table>
## BUILDING COSTS*

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount Before 11.9(e)(2)</th>
<th>Amount After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>319,996</td>
<td>319,996</td>
</tr>
<tr>
<td>Masonry</td>
<td>166,300</td>
<td>166,300</td>
</tr>
<tr>
<td>Metals</td>
<td>90,900</td>
<td>90,900</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,098,000</td>
<td>1,098,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>56,370</td>
<td>56,370</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>99,250</td>
<td>99,250</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>120,100</td>
<td>120,100</td>
</tr>
<tr>
<td>Finishes</td>
<td>319,720</td>
<td>319,720</td>
</tr>
<tr>
<td>Specialties</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>286,800</td>
<td>286,800</td>
</tr>
<tr>
<td>Furnishings</td>
<td>139,200</td>
<td>139,200</td>
</tr>
<tr>
<td>Special Construction</td>
<td>168,000</td>
<td>168,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>720,000</td>
<td>720,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>340,800</td>
<td>340,800</td>
</tr>
</tbody>
</table>

### Individually itemize costs below:

- Detached Community Facilities/Building: 250,000
- Carports and/or Garages: 72,000
- Lead-Based Paint Abatement: 250,000
- Asbestos Abatement (Rehabilitation Only): 72,000
- Structured Parking: 250,000
- Commercial Space Costs: 720,000

### Contingency

- 7.00% Contingency: 358,836

### TOTAL BUILDING COSTS & SITE WORK

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Before 11.9(e)(2)</th>
<th>Amount After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Building Costs</td>
<td>$4,253,436</td>
<td>$0</td>
</tr>
<tr>
<td>Voluntary Eligible Building Costs</td>
<td>$80.92 psf</td>
<td>$4,253,436</td>
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</table>

### TOTAL HARD COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount Before 11.9(e)(2)</th>
<th>Amount After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>329,104</td>
<td>329,104</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>109,701</td>
<td>109,701</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>329,104</td>
<td>329,104</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>329,104</td>
<td>329,104</td>
</tr>
</tbody>
</table>

### TOTAL CONTRACTOR FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Before 11.9(e)(2)</th>
<th>Amount After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$767,909</td>
<td>329,104</td>
<td>329,104</td>
</tr>
</tbody>
</table>

### TOTAL CONSTRUCTION CONTRACT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Before 11.9(e)(2)</th>
<th>Amount After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,252,981</td>
<td>329,104</td>
<td>329,104</td>
</tr>
</tbody>
</table>

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

- $0.00 psf

---

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible 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.

3/1/2019
### SOFT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>99,840</td>
<td>99,840</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>24,960</td>
<td>24,960</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>145,000</td>
<td>145,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>14,000</td>
<td>14,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>14,000</td>
<td>14,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Survey</td>
<td>24,000</td>
<td>24,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appraisals</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

$510,800 $0 $510,800

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>260,392</td>
<td>260,392</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>63,150</td>
<td>63,150</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>44,500</td>
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</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>48,200</td>
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</tr>
<tr>
<td>Inspection fees</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upfront cost reviews &amp; inspections</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
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</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>14,350</td>
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<td>Title &amp; recording fees</td>
<td>19,014</td>
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</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</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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</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
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<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>22,000</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>57,000</td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>15,000</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td>2,000</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$600,606</td>
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</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,455,000</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$1,455,000</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>48,556</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>166,380</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>12,000</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td>56,635</td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$283,571</td>
</tr>
</tbody>
</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Housing Development Costs</strong></td>
<td>$9,252,958</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>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$10,103,156</td>
</tr>
</tbody>
</table>

**Applicable Percentage**
- 9.00%

**Credits Supported by Eligible Basis**
- $909,284

**Requested Score for 11.9(e)(2)**
- 11

*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: **Pat Dobbins**

Phone Number for Contact: **(256) 878-6054**

If a revised form is submitted, date of submission: **3/1/2019**
Tab 31

Financing Narrative and Summary of Sources and Uses of Funds
## 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>$0</td>
<td>0.00%</td>
<td>$ -</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>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Regions</td>
<td></td>
<td>$4,491,566</td>
<td>5.50%</td>
<td>$1,420,708</td>
<td>6.50%</td>
</tr>
<tr>
<td>Regions</td>
<td></td>
<td>$1,420,708</td>
<td>6.50%</td>
<td>$1,420,708</td>
<td>6.50%</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC</td>
<td>$900,000</td>
<td>$1,850,592</td>
<td>$7,739,226</td>
<td>0.86</td>
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<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td>$1,490,092</td>
<td>$92,774</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>Direct Loan Match</td>
<td>$250</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>City development fees waived</td>
<td>$250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Sources of Funds</td>
<td>$9,252,958</td>
<td>$9,252,958</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Uses of Funds</td>
<td>$9,252,958</td>
<td>$9,252,958</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

The General Partner will raise construction/permanent financing with Regions through a conventional loan with a 6.50% rate, 15-year term, and a 30-year amortization period. Regions as Equity LP will provide equity at $0.86 cents contributing $7,739,226. The owner will contribute $78,732 in deferred dev fees that will be repaid through available cashflow. Regions will provide a bridge that can be used to supplement cash requirements during construction.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

The General Partner shall establish and maintain the Replacement Reserve to provide for working capital needs, improvements, replacements and any other contingencies of the Partnership as required by the Lenders and/or any Agency.

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.

Gross Operating Revenues will be derived from actual monthly collections from the customary operations of the Apartment Complex, including, but not limited to, any and all of the following: (i) rent paid by tenants; (ii) public subsidy payments from tenant based housing vouchers which are actually paid during such period; (iii) late charges and NSF fees paid by tenants; (iv) rents and receipts from vending machines; and (v) earnings on the Replacement Reserve, Operating Reserve or other reserves, accounts and investments of the Partnership. There is no project based assistance or operating subsidy included in operating income.

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.

C. Reed Dolihite

Printed Name

Date

Signature, Authorized Representative, Construction or Permanent Lender

Telephone: 205-264-4017

Email address: reed.dolihite@regions.com

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

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
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<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
</tbody>
</table>

#### Debt

- **Projects**
  - **Multifamily Direct Loan (Soft Payable)**
    - Amount: $0
    - Interest Rate: 0.00%
    - Term: 30 years
    - Syndication Rate: 0.86
  - **Multifamily Direct Loan Const. Only (Repayable)**
    - Amount: $0
    - Interest Rate: 0.00%
  - **Multifamily Direct Loan Const. to Perm. (Repayable)**
    - Amount: $0
    - Interest Rate: 0.00%
  - **Conventional Loan**
    - Amount: $4,820,000
    - Interest Rate: 5.50%
    - Term: 30 years
    - Syndication Rate: 0.86
  - **Third Party Equity**
    - HTC: $900,000
    - Interest Rate: 0.86
  - **Grant**
    - $11.9(d)(2)LPS Contribution

- **Deferred Developer Fee**
  - Amount: $1,450,113
  - Interest Rate: 78,732

- **Other**
  - **Direct Loan Match**

- **Total Sources of Funds**
  - Amount: $9,252,958

- **Total Uses of Funds**
  - Amount: $9,252,958
**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>Description of Funds</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction/Permanen</strong></td>
<td>The General Partner will raise construction/permanent financing with Regions through a conventional loan with a 6.50% rate, 15-year term, and a 30-year amortization period. Regions as Equity LP will provide equity at $0.86 cents contributing $7,739,226. The owner will contribute $78,732 in deferred dev fees that will be repaid through available cashflow. Regions will provide a bridge that can be used to supplement cash requirements during construction.</td>
</tr>
<tr>
<td><strong>Replacement Reserves</strong></td>
<td>The General Partner shall establish and maintain the Replacement Reserve to provide for working capital needs, improvements, replacements and any other contingencies of the Partnership as required by the Lenders and/or any Agency.</td>
</tr>
<tr>
<td><strong>Operating Items</strong></td>
<td>Gross Operating Revenues will be derived from actual monthly collections from the customary operations of the Apartment Complex, including, but not limited to, any and all of the following: (i) rent paid by tenants; (ii) public subsidy payments from tenant based housing vouchers which are actually paid during such period; (iii) late charges and NSF fees paid by tenants; (iv) rents and receipts from vending machines; and (v) earnings on the Replacement Reserve, Operating Reserve or other reserves, accounts and investments of the Partnership. There is no project based assistance or operating subsidy included in operating income.</td>
</tr>
</tbody>
</table>

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.

C. Reed Dolihite

**Printed Name**

3/1/2019

**Date**

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

**Telephone:** 205-264-4017

**Email address:** reed.dolihite@regions.com

If a revised form is submitted, date of submission: 

---
Tab 32

Financial Capacity and Construction Oversight
(HOME Applications Only)

Not Applicable
Financial Capacity, Owner Equity, and Appraisal Requirements
(Multifamily Direct Loan Applications Only, if applicable)
[§13.8(c)(6) and (7)]

Financial Capacity (10 TAC §13.8(c)(6))
except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**
- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(7))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §11.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §11.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.

2/28/2019
Tab 33

Matching Funds (HOME Applications Only)

Not Applicable
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) <strong>CANNOT 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>
Tab 34

Finance Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th></th>
<th>Self Score Total: 67</th>
</tr>
</thead>
</table>

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

Name of the Local Political Subdivision providing the funding:

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

**Total Points Claimed:** 0

#### 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 0.00%
- HTC funding request as a percent of Total Housing Development Cost 9.73%

**Eligibility for points:**

- [ ] Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding 0
- Housing Tax Credit Request 0
- Housing Tax Credit Request 0
- Housing Tax Credit Request 0

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:**
Tab 35

Supporting Documents

- Executed Pro Forma
- Letter from lender regarding approval
- Evidence of Permanent and Construction Financing
- Evidence of Owner Contributions
- Evidence of Equity Financing
- Funding from Local Political Subdivision
- Evidence of Rental Assistance/Subsidy
Supporting Documents Should be Included Behind this Tab

ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- X Executed Pro Forma from Permanent or Construction Lender
- X Letter from lender regarding approval of Principals (consistent with Template)
- X Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- NA Evidence of any Gap Financing, terms included
- X Evidence of any Owner Contributions, with financial support if required
- X Evidence of Equity Financing (HTC applications only)
- N/A 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.

- NA 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)]

- N/A 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></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>$384,612</td>
<td>$392,304</td>
<td>$400,150</td>
<td>$408,153</td>
<td>$416,316</td>
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</tr>
<tr>
<td>Secondary Income</td>
<td>$5,691</td>
<td>$5,805</td>
<td>$5,921</td>
<td>$6,039</td>
<td>$6,160</td>
<td>$6,801</td>
<td>$7,509</td>
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<tr>
<td>Potential Gross Annual Income</td>
<td>$390,303</td>
<td>$398,109</td>
<td>$406,071</td>
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<td>$422,477</td>
<td>$466,448</td>
<td>$514,997</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(29,273)</td>
<td>$(29,858)</td>
<td>$(30,455)</td>
<td>$(31,064)</td>
<td>$(31,686)</td>
<td>$(34,984)</td>
<td>$(38,625)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$361,030</td>
<td>$368,251</td>
<td>$375,616</td>
<td>$383,128</td>
<td>$390,791</td>
<td>$431,465</td>
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### EXPENSES

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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$15,800</td>
<td>$16,274</td>
<td>$16,762</td>
<td>$17,265</td>
<td>$17,783</td>
<td>$20,615</td>
<td>$23,899</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$21,662</td>
<td>$22,095</td>
<td>$22,537</td>
<td>$22,988</td>
<td>$23,448</td>
<td>$25,888</td>
<td>$28,583</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$35,395</td>
<td>$36,457</td>
<td>$37,551</td>
<td>$38,677</td>
<td>$39,837</td>
<td>$46,182</td>
<td>$53,538</td>
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<td>Repairs &amp; Maintenance</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,000</td>
<td>$9,270</td>
<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$42,400</td>
<td>$43,672</td>
<td>$44,982</td>
<td>$46,332</td>
<td>$47,722</td>
<td>$55,322</td>
<td>$64,134</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
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<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$38,635</td>
<td>$39,794</td>
<td>$40,988</td>
<td>$42,218</td>
<td>$43,484</td>
<td>$50,410</td>
<td>$58,439</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$12,000</td>
<td>$12,360</td>
<td>$12,731</td>
<td>$13,113</td>
<td>$13,506</td>
<td>$15,657</td>
<td>$18,151</td>
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<tr>
<td>Other Expenses</td>
<td>$6,520</td>
<td>$6,716</td>
<td>$6,917</td>
<td>$7,125</td>
<td>$7,338</td>
<td>$8,507</td>
<td>$9,862</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$229,412</td>
<td>$236,078</td>
<td>$242,939</td>
<td>$250,002</td>
<td>$257,272</td>
<td>$296,955</td>
<td>$342,823</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$131,618</td>
<td>$132,173</td>
<td>$132,677</td>
<td>$133,128</td>
<td>$133,519</td>
<td>$134,510</td>
<td>$133,549</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

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<table>
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<tr>
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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$108,842</td>
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<td>Second Deed of Trust Annual Loan Payment</td>
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<td>Third Deed of Trust Annual Loan Payment</td>
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<td>Other Annual Required Payment</td>
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<td>Other Annual Required Payment</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$22,776</td>
<td>$23,311</td>
<td>$23,835</td>
<td>$24,284</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$22,776</td>
<td>$46,107</td>
<td>$69,942</td>
<td>$94,226</td>
<td>$118,903</td>
<td>$244,765</td>
<td>$370,701</td>
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Debt Coverage Ratio: 1.21 1.21 1.22 1.22 1.23 1.24 1.23

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

C. Reed Dolihite
Printed Name: C. Reed Dolihite
Phone: 205-264-4017
Email: reed.dolihite@regions.com
Date: 3/1/2019

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 3/1/2019
February 27, 2019

Jeff Beaver
BOCHI 2019 Sweetwater, LP
404 E. McKinney Ave.
Albertville, Alabama 35950

RE: Potential Construction and Term Loan and Bridge Loan for Sweetwater Springs Apartments, a 48-unit Affordable Housing property to be located in Sweetwater, Nolan County, Texas

Dear Mr. Beaver:

This letter sets forth the business terms under which Regions Bank (the “Bank”) considering making available a construction loan and term loan (the “First Mortgage Loan”) and a bridge loan (the “Bridge Loan”) on the terms and conditions specified in this letter to BOCHI 2019 Sweetwater, LP, a Texas limited partnership (the “Company”), the general partner of which is BOCHI 2019 Sweetwater GP, LLC, a Texas limited liability company that has been organized to develop, construct and operate a 48-unit apartment complex in Sweetwater, Nolan County, Texas, to be known as Sweetwater Springs Apartments (the “Project”).

FIRST MORTGAGE LOAN AMOUNT: $1,435,000

TERM LOAN AMOUNT: $1,435,000

BRIDGE LOAN AMOUNT: $4,820,000

INTEREST RATE: With respect to the First Mortgage Loan, a variable interest rate equal to three percent (3.00%) above the 30-day LIBOR rate. With respect to the Bridge Loan, a variable interest rate equal to three percent (3.00%) above the 30-day LIBOR rate. Upon conversion into the First Mortgage Loan, the interest rate will be a fixed interest rate of six and one-half percent (6.50%) per annum subject to rates in effect at the time of the closing. During the term portion of the First Mortgage Loan, if the First Mortgage Loan is prepaid, it will be subject to a yield maintenance provision and/or prepayment penalty.

LOAN TERM: With respect to the First Mortgage Loan, up to twenty-four (24) months from the closing. With respect to the Bridge Loan, up to twenty-four (24) months from the closing. After the First Mortgage Conversion (as such term is defined below) the First Mortgage Loan will have a term of fifteen (15) years with a thirty (30) year amortization.

ORIGINATION FEES: One percent (1.00%) of the First Mortgage Loan Amount, or $14,350 for the First Mortgage Loan and one percent (1.00%) of the term portion of the First Mortgage Loan amount or $14,350, both payable at closing of the First Mortgage Loan. One percent (1.00%) of the Bridge Loan Amount, or $48,200 for the Bridge Loan payable at the closing of the Bridge Loan. Such fees shall be fully earned and non-refundable when paid.

COMPUTATION OF INTEREST: Interest shall be computed on the basis of a 360 day year for the actual number of days elapsed.

INTEREST PAYMENTS: Payment of accrued interest on the First Mortgage Loan and the Bridge Loan will be required monthly.
PRINCIPAL PAYMENTS: In order to convert to the term phase of the First Mortgage Loan, the principal of the First Mortgage Loan must be reduced with either equity, other loan proceeds or other funds of the Company to $1,435,000 (the “First Mortgage Loan Conversion”) not later than twenty-four (24) months from the closing date (the “First Mortgage Loan Conversion Date”). After the First Mortgage Loan Conversion Date, the remaining principal will be amortized over thirty (30) years with the entire principal balance being due and payable fifteen (15) years after the First Mortgage Loan Conversion Date. The principal of the Bridge Loan shall be payable in full on or before the maturity date of the Bridge Loan, which will be for a period not to exceed twenty-four (24) months from the closing date.

PREPAYMENT: The First Mortgage Loan and the Bridge Loan may be prepaid at any time in an amount equal to the entire principal balance, plus any accrued interest and fees, without premium or penalty other than in the case of the First Mortgage Loan, any yield maintenance or prepayment penalty due after the First Mortgage Loan Conversion Date.

GUARANTEES: Jeff Beaver, Ruth Beaver, Denise Fullerton and Ralph Fullerton and any other guarantor deemed necessary by Regions Bank (collectively, the “Credit Guarantors”) will provide joint and several completion and repayment guaranties (the “Credit Guaranty Agreement”). The Bank’s obligations hereunder are conditioned on there being no material adverse change in the financial condition of any Credit Guarantor. The Credit Guarantor will covenant, in the Credit Guaranty Agreement, to provide annual financial statements, along with verification of liquid assets, reviewed by an accountant which demonstrate unencumbered liquid assets of $1,000,000 and a tangible net worth of $5,000,000. The reviews shall be prepared in accordance with the tax basis of accounting.

USE OF PROCEEDS: All proceeds of the First Mortgage Loan and the Bridge Loan will be used in the development of the Project on a site in Sweetwater, Nolan County, Texas (the “Land”) for the Project.

CONSTRUCTION CONSULTANT: The Bank shall commission, at the expense of the Company, a preliminary review of the Project and all related contracts and plans and specifications by the Bank’s construction consultant (the “Construction Consultant”) to confirm, in an upfront cost and plan review, that the Company’s budget is sufficient to complete the Project. The Bank shall, at the expense of the Company, have the Project inspected by the Construction Consultant from time-to-time during construction, at such intervals as may be acceptable to the Bank. All requests for advances of First Mortgage Loan and Bridge Loan proceeds will be reviewed and approved by the Construction Consultant.

AVAILABILITY OF PROCEEDS: Except for the initial draw of First Mortgage Loan and Bridge Loan proceeds, advances of First Mortgage Loan and the Bridge Loan proceeds shall be made at the written request of the Company, but only on the certificate of, and after inspection of the Project by, the supervising architect and the Construction Consultant, which certificates shall be attached as the estimate of the Construction Consultant of the items to be paid out of proceeds of each advance.

SECURITY: In addition to the guarantees of the Credit Guarantors, the First Mortgage Loan and the Bridge Loan shall be secured by the following:

(a) A first priority deed of trust and security agreement (the “Mortgage”) on the Land and the improvements to be constructed thereon (the “Mortgaged Property”), the legal description of which shall be provided by the Company as soon as possible.

(b) A first priority security interest and lien on all equipment, furniture, fixtures and other personal property located on the Land, used or intended to be used in connection with, in the Project, or any part thereof.

(c) A first priority assignment of the construction contract, architect contract and plans and specifications for the Project, property management agreement, development agreement and
any other loan commitments along with the rights of the Company under all other contracts relating to the construction, ownership, use, management or operation of the Project.

(d) A first priority assignment of rents and leases.

(e) An environmental indemnity agreement entered into by the Company and the Credit Guarantors.

(f) A first priority assignment of general partnership interest.

(g) A first priority assignment of the capital contribution to be made by the limited partner.

**REQUIREMENTS RELATED TO SECURITY AND COLLATERAL:**

1. The Company agrees to furnish to the Bank, at the Company’s expense, an ALTA 2006 title insurance policy in the principal amount of the First Mortgage Loan and Bridge Loan, along with such endorsements as shall be required by the Bank, issued by a title insurance company acceptable to the Bank, insuring that the Mortgage is a valid first priority lien on the Mortgaged Property, subject only to (i) current year ad valorem taxes and (ii) such exceptions as shall be acceptable to the Bank. The title policy shall be updated with each request for an advance with respect to the First Mortgage Loan and Bridge Loan.

2. Prior to the closing, the Bank shall be furnished an ALTA survey of the Mortgaged Property, certified by a registered surveyor to the Bank and to the title insurance company, showing (i) the location of all present improvements, (ii) boundaries, (iii) means of public ingress and egress, (iv) building set-back lines, (v) rights-of-way, (vi) easements, (vii) encroachments and (viii) such other matters as shall be required by the Bank. The matters set forth on the survey must be satisfactory to the Bank. The survey must contain the Bank’s required form of certification and be in form and substance satisfactory to the Bank. The Company shall provide foundation surveys as construction progresses and an ALTA “as-built” survey upon stabilization.

3. The Company shall provide (i) builders risk/extended multi-peril on, and with respect to, the Mortgaged Property, (ii) general liability insurance for the Company, contractor and property manager and professional liability insurance for the architect and environmental consultant and (iii) workmen’s compensation insurance for the contractor and property manager, underwritten by companies approved by the Bank, in form and substance and containing such coverage as shall be required by the Bank. The builder’s risk/extended multi-peril policies shall cover all risks, pursuant to 100% non-reporting policies in form and substance acceptable to the Bank and shall provide thirty (30) days written notice of cancellation to the Bank. The Bank shall be named as Mortgagee and “Lender’s Loss Payee” in all builders’ risk/multi-peril hazard insurance policies. The Bank will order a flood certificate at the Company’s cost. Flood insurance will be required if it is determined that any improvements constituting part of the Project lie within a designated flood hazard area. If the project is determined to be located in a designated flood zone, additional private flood insurance in excess of the National Flood Insurance Program may be required.

4. Prior to the closing, the Bank shall receive, and approve, (i) a Phase I Environmental Report and (ii) soil or geotechnical report, in form and content satisfactory to the Bank. Additionally, as part of the Phase I Environmental Report, or in a separate report, the Bank shall receive a report, which shall certify the results related to toxic and other hazardous substances on the Mortgaged Property. Any Phase I Environmental Reports and soil or geotechnical report must be acceptable to the Bank. A review of the Phase I Environmental Report is required and review fee will be paid by the Company.

5. The Bank’s letter of intent is subject to the Bank’s receipt, and approval, of (i) the developer, contractor, architect and property manager selected by the Company, (ii) the executed development, construction, architectural and property management contracts, (iii) assignments thereof, (iv) lien waivers of the contractor and architect and a subordination from the property manager and developer, (v) building permits
and such other permits as may be required for the development of the Project by the applicable governmental authorities and (vi) the final plans and specifications approved by the Bank and the Construction Consultant. Any changes in the construction, architect, property manager or developer contracts and plans and specifications shall be subject to the Bank’s prior approval.

6. During the term of the First Mortgage Loan and the Bridge Loan, the Company will not further encumber or convey the Mortgaged Property in any manner, without the prior written approval of the Bank.

7. The Bank’s letter of intent is subject to receipt, review and approval by the Bank of a current appraisal and market study (including information on capture rate, absorption rate and demand rate) of the Project addressed to the Bank or Texas Department of Housing and Community Affairs (the “Texas Housing Tax Credit Agency”) and prepared (within the last six months) by an independent appraiser/market study professional approved by the Bank or the Texas Housing Tax Credit Agency. Such appraisal and market study shall be in form and content satisfactory to the Bank. The First Mortgage Loan cannot exceed 80% of the appraised value of the Project, without considering the value of the federal low-income tax credits (“Federal Housing Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). An appraisal review fee shall be paid by the Company to the Bank.

8. The Bank’s letter of intent is contingent upon receipt of a copy of the Texas Housing Tax Credit Agency’s reservation letter (the “Housing Tax Credit Reservation Letter”) reflecting total Federal Housing Tax Credits available to the Company in a minimum amount of $900,000 per annum. The terms, conditions and contents of the Housing Tax Credit Reservation Letter shall be acceptable to the Bank in its sole discretion. The Company shall provide to the Bank and its legal counsel copies of the Housing Tax Credit application, Housing Tax Credit Reservation Letter, carryover allocation agreement and all related documents. Additionally, the Company shall provide copies of such other documents as may be requested by the Bank or its legal counsel, including, but not limited to those set forth on a closing or due diligence checklist provided by the Bank’s legal counsel.

9. The Bank’s letter of intent is subject to the Company obtaining, and accepting, a commitment from Regions Bank for the investment in the limited partnership interest in the Company entitled to an allocation of Federal Housing Tax Credits for the investment in the Company such that the combination of the First Mortgage Loan, other financing sources and the equity will allow for a viable project. All equity proceeds shall be used for the Project and related expenses in accordance with the development budget.

10. The Company shall provide an opinion of its counsel, covering such matters as shall be required, to the Bank.

11. Construction must commence within thirty (30) days from the date of the closing of the First Mortgage Loan and the Bridge Loan. Construction must be pursued with reasonable diligence and shall be completed within twelve (12) months from such closing. Time is of the essence.

12. The budget for the Project must include a reserve for operating deficits in the amount required by the limited partners of the Company.

13. No later than twenty-four (24) months from closing of the First Mortgage Loan and the Bridge Loan, the Company must have achieved a Debt Service Coverage Ratio of 1.20:1 based on the previous three (3) months operations. The Debt Service Coverage Ratio is defined as the ratio of Net Operating Income to Debt Service. Net Operating Income shall be defined as the Effective Gross Income of the Project less Operating Expenses and shall include the Replacement Reserve Amount and the greater of (i) the actual vacancy rate or (ii) seven percent (7.00%) and a deduction for the greater of (i) proforma operating expenses or (ii) actual Operating Expenses. Effective Gross Income shall mean the gross receipts of the Company. Operating Expenses shall include a minimum property management fee of seven percent (7.00%) of Effective
Gross Income. Debt Service will be determined using a thirty (30) year amortization of principal at an interest rate of six and one-half percent (6.50%) per annum, and the actual financing costs of the First Mortgage Loan, including the swap rate (if any) and all other costs. In the case of the First Mortgage Loan, it will be assumed that the Permanent Mortgage Loan has closed.

14. The Company must maintain a ratio of the remaining principal amount of the First Mortgage Loan to Value of no more than eighty percent (80%) during the term of the First Mortgage Loan. Value shall mean the fair market value of the Project without considering the value of the Federal Housing Tax Credits as determined by an appraiser selected by the Bank, which appraisal shall be subject to the review and approval of the Bank. The Bank shall have the right to order a new appraisal at any time during the term of the First Mortgage Loan and the Bridge Loan, and the Company will agree to pay for one additional appraisal during the term. In the event that the ratio of the remaining principal amount of the First Mortgage Loan to Value ever exceeds eighty percent (80%), the Company shall immediately deposit with the Bank, as additional collateral, an amount which will bring the remaining principal amount of the First Mortgage Loan into compliance with this covenant.

**PROFORMA:** The attached 15-year proforma was prepared by the Company for Sweetwater Springs Apartments in Sweetwater, Nolan County, Texas. The proforma projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the Company. The attached proforma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Project is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the Company to this point, and are subject to Regions Bank due diligence review. Additionally, Regions Bank has performed a preliminary review of the credit worthiness of BOCHI 2019 Sweetwater, I.P, Jeff Beaver, Ralph Fullerton, Jeff Markey and Todd Erickson. At this time, Regions Bank has no reservations with any of the principals of the Company.

**DOCUMENTATION OF THE LOAN:** The Bank shall be furnished with such loan and security instruments, as the Bank shall deem necessary for its protection under this letter of intent including representations and warranties and covenants (affirmative and negative) customary for transactions of this type. All documentation shall be satisfactory to the Bank and its legal counsel, Jones Walker LLP. Without limiting the generality of the foregoing, the Bank and the Company will enter into a Credit Agreement that will provide for financial reporting and tax returns for the Company and each Credit Guarantor will execute and deliver to the Bank the Credit Guaranty Agreement that will provide for financial reporting and tax returns as required by the Bank.

**INFORMATION:** The Bank has issued this letter of intent based upon the information supplied by the Company. The Bank has the right to cancel this letter of intent, whereupon the Bank shall have no obligations hereunder, in the event of: (i) a material adverse change in the financial condition, operations, management, prospects or ownership of (A) the Company, (B) the General Partner or (C) any Credit Guarantor; (ii) a material adverse change in the accuracy of the information, representations, exhibits or other materials submitted by the Company in connection with its request for financing; or (iii) (A) loss of, (B) damage to, (C) a taking of, (D) or the presence of any hazardous substances at, or on, the Mortgaged Property. The requirements of this letter of intent include, but are not limited to: (i) receipt of satisfactory financial statements of (A) the General Partner(s), (B) the Company and (C) the Credit Guarantors (not more than six months old); (ii) receipt of a satisfactory third party market study setting forth (A) capture rate, (B) absorption rate and (C) demand analysis consistent with the Bank's underwriting standards; (iii) satisfactory site inspection by the Bank and the Construction Consultant; and (iv) satisfactory review of the background and credit worthiness of (A) the General Partner(s) and (B) the Credit Guarantors.

**EXPENSES:** By the Company's acceptance of this letter of intent, the Company and each Credit Guarantor, unconditionally agrees to pay all expenses incurred by the Bank in connection with the underwriting, closing, servicing or collection of the First Mortgage Loan, and Bridge Loan including, but not limited to, legal fees of
CUSTOMER IDENTIFICATION PROGRAM - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

THIS LETTER OF INTENT DOES NOT, NOR DOES IT INTEND TO CONTAIN, ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION, INCLUDING, BUT NOT LIMITED TO, RESERVE REQUIREMENTS. THIS LETTER OF INTENT IS SUBJECT TO THE CUSTOMARY DUE DILIGENCE PROCESS OF THE BANK AND ITS LEGAL COUNSEL. THE BANK RESERVES THE RIGHT TO REQUIRE OTHER INFORMATION AND DOCUMENTS AS OUR COUNSEL AND THE BANK REQUIRE. THE BANK RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CLOSING OR DUE DILIGENCE CHECKLIST. FURTHERMORE, CHANGES MAY BE MADE TO THIS LETTER OF INTENT DURING THE DUE DILIGENCE REVIEW PROCESS OR AT THE REQUEST OF, OR RECOMMENDATION OF, THE BANK'S COUNSEL, JONES WALKER LLP.

THIS LETTER OF INTENT WILL EXPIRE IF NOT ACCEPTED BY THE GENERAL PARTNER, ON BEHALF OF THE COMPANY, AND THE CREDIT GUARANTORS BY APRIL 15, 2019. IF THIS LETTER OF INTENT IS ACCEPTED BY APRIL 15, 2019, IT WILL TERMINATE IF THE TRANSACTIONS CONTEMPLATED HEREBY ARE NOT CLOSED WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE AWARD OF FEDERAL HOUSING TAX CREDITS BY THE TEXAS HOUSING TAX CREDIT AGENCY.

Best Regards,

[Signature]

C. Reed Dohihi
Vice President
Regions Bank
Accepted by: BOCHI 2019 Sweetwater, LP, a Texas limited partnership

By: BOCHI 2019 Sweetwater GP, LLC, a Texas limited liability company
Its: General Partner

By:
Name: Jeff Beaver
Its: Pres. of Member of GP
Date: 5-1, 2019

CREDIT GUARANTOR:

Jeff Beaver
Date: 3-1, 2019

Ruth Beaver
Date: 3-1, 2019

Denise Fullerton
Date: 3-1, 2019

Ralph Fullerton
Date: 3-1, 2019

Signature page for Loan Letter of Intent for BOCHI 2019 Sweetwater, LP
March 1, 2019

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P O Box 13941  
Austin, TX 78711

Re: Application 19368 Sweetwater Springs

Dear Ms. Holloway:

BOCHI 2019 Sweetwater, LP, as the Owner-Applicant is aware of and hereby acknowledges the $78,732 of the Developer Fee owed to the Developers for Beeville Springs shall be deferred.

The terms of the deferred developer fee shall be: a 15-year term and loaned at zero percent (0%) interest. Payments shall be repaid from available cash flow with the balance due at the end of the term.

Yours truly,

BOCHI 2019 Beeville, LP

By: BOCHI 2019 Beeville GP, LLC  
By: Bouldin Communities, LLC  
Its: General Partner

By: ____________________________
   Jeff Markey
February 27, 2019

Jeff Beaver
BOCHI 2019 Sweetwater, LP
404 E. McKinney Ave.
Albertville, Alabama 35950

RE: Potential Equity Investment for Sweetwater Springs Apartments, a 48-unit Affordable Housing property to be located in Sweetwater, Nolan County, Texas

Dear Mr. Beaver:

This letter sets forth the business terms under which Regions Bank, an Alabama banking corporation or its assignee (the “Investment Limited Partner”) and RB Affordable Housing, Inc., an Alabama corporation or its assignee (the “Special Limited Partner”) is considering acquiring a limited partnership interest in BOCHI 2019 Sweetwater, LP, a Texas limited partnership (the “Partnership”). BOCHI 2019 Sweetwater GP, LLC, a Texas limited liability company will serve as the General Partner of the Partnership. The Partnership owns, or expects to own, certain property upon which will be located, a 48-unit apartment complex in Sweetwater, Nolan County, Texas named Sweetwater Springs Apartments (the “Project”). The Partnership will apply for a reservation of $900,000 in low income housing tax credits under Section 42 of the Internal Revenue Code of 1986 (the “Federal Housing Tax Credits”) from the Texas Department of Housing and Community Affairs (the “Texas Housing Tax Credit Agency”).

The business terms are based on information you have supplied to us and are subject to additional validation and verification. This letter is not, and should not be, construed as a binding commitment upon the Investment Limited Partner and the Special Limited Partner and the Investment Limited Partner and the Special Limited Partner reserve the right to amend or withdraw this letter at any time. This letter supersedes any prior understanding or agreement, or perceived prior understanding or agreement, with respect to the matters described herein.

**Investment Limited Partner Capital Contribution** – The Investment Limited Partner will contribute to the capital of the Partnership an amount which is estimated to be $7,739,226 (calculated as follows: \[ \frac{($900,000 \times 10) \times 99.99\%}{86.00\%} = 7,739,226 \], in the manner as provided below. Of the amount set forth in the preceding sentence $100 will be allocated to the Special Limited Partner. The Investment Limited Partner and the Partnership shall agree on a construction schedule prior to closing the partnership investment. The admission of the Investment Limited Partner and the terms of its capital contribution shall be evidenced by an Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) to be drafted by counsel to the Investment Limited Partner. The Investment Limited Partner and the Special Limited Partner will have the option to sell a participation of the limited partnership interest of the Investment Limited Partner and the Special Limited Partner to a third party investor.

**Capital Contribution Schedule of the Investment Limited Partner** – Subject to revision after CPA and other due diligence review by the Investment Limited Partner and its counsel of the proposed investment, the following sets forth the anticipated pay-in of the Capital Contribution of the Investment Limited Partner:

(BHI379989.4)
A. Subject to the provisions of the last paragraph of this Section, $1,547,845 or 20.00% of the capital contribution (the “First Installment”) upon the latest of:

   (i) fully executed Partnership Agreement and Equity Indemnity and Guaranty Agreement;

   (ii) the property and partnership due diligence documents, including but not limited to, (a) valid tax credit reservation, (b) carryover allocation agreement and written certification from an independent accountant/CPA of carryover basis and backup documentation evidencing costs, if applicable (the “Carryover Certification”), (c) the title policy, (d) fully executed credit agreement, other financing documents and closing documents for (i) a First Mortgage Loan and Bridge Loan to be made by Regions Bank to the Partnership, (e) [intentionally omitted] (f) proper issuance of building permits, stormwater discharge permits, other environmental permits and wetlands permits, to the extent applicable, and all regulatory approvals necessary for commencement of construction, (g) receipt and Consent by the Special Limited Partner of the Construction Consultant Report, (h) [intentionally omitted], (i) evidence that the Project Budget contains the Minimum Contingency, (j) [intentionally omitted], (k) [intentionally omitted] and (l) all other documents identified on the closing checklist prepared by the Investment Limited Partner’s counsel (the “Closing Checklist”) other than those identified as post-closing; and

   (iii) an opinion issued by the Partnership’s counsel, no earlier than the date of closing; and

   (iv) receipt of the most recent prior year paid property tax receipt that is actually available.

B. Subject to the provisions of the last paragraph of this Section, $5,417,458 or 70.00% of the capital contribution (the “Second Installment”) upon the following:

   (i) satisfaction of all conditions of the First Installment;

   (ii) (a) lien-free construction completion, (b) receipt of a Certificate of Occupancy for each building in the Project and each Low-Income Unit and (c) receipt of a Certificate of Substantial Completion, AIA Form G704-2000 signed by all parties thereto;

   (iii) fully executed Carryover Certification, if not previously provided;

   (iv) the Bridge Loan provided by Regions Bank has been fully satisfied;

   (v) receipt of an “as-built” ALTA survey;
(vi) verification that the Partnership and Project are covered by insurance;

(vii) no event giving rise to the obligation of the Partnership to repurchase the interest of the Investment Limited Partner or the Special Limited Partner (as hereinafter defined) under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(viii) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(ix) receipt of the most recent prior year paid property tax receipt that is actually available.

C. Subject to the provisions of the last paragraph of this Section, the balance of the capital contribution (the "Final Installment") upon the latest of:

(i) satisfaction of all conditions of the Second Installment;

(ii) the final development cost and qualified basis certification prepared by an accountant/CPA for submission to the Texas Housing Tax Credit Agency;

(iii) Receipt of First Mortgage Loan Conversion documents;

(iv) the reserves required to be funded have been fully funded;

(v) IRS Form(s) 8609 issued by Texas Housing Tax Credit Agency for each residential building in the Project;

(vi) (a) Depreciation schedule, (b) reconciliation of depreciable basis to eligible basis, (c) occupancy schedule for the first year in the Credit Period and (d) an updated financial forecast of income and operating expenses;

(vii) The Tax Certification Letter with the blanks completed and any additions, deletions or modifications as necessary to make the statements contained therein true and correct in all material respects;

(viii) Achievement of Required Debt Service Coverage Ratio (as hereinafter defined);

(ix) 95% physical occupancy by tax credit qualified tenants;
(x) verification that the Partnership and Project are covered by insurance;

(xi) no event giving rise to the obligation of the Partnership to repurchase the interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(xii) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(xiii) receipt of the most recent prior year paid property tax receipt that is actually available.

Payment of each Installment will be conditioned upon a “date-down” of the Owner’s Title Insurance Policy and, with the exception of the amount set forth on the Closing Statement to be paid at closing from the First Installment, upon submission of a draw request in such form and content as shall be determined by the Investment Limited Partner to be paid on a draw basis as needed for costs incurred. Notwithstanding the foregoing, a final “date-down” endorsement of the Title Insurance Policy, “date-down” the effective date of the Title Insurance Policy and all endorsements attached thereto together with the issuance of an ALTA 3.1 endorsement and an ALTA “same as survey” endorsement shall be provided to the Special Limited Partner prior to the payment of the Final Installment.

Ownership Entity and Allocation of Profits and Losses – A Texas limited partnership. As stated above, the Investment Limited Partner’s legal counsel will draft the Partnership Agreement and such other ancillary documents as are needed.

99.990% Partnership Interest – To be held by the Investment Limited Partner or its assignees, as a limited partner;

0.001% Partnership Interest – To be held by RB Affordable Housing, Inc., an affiliate of the Investment Limited Partner or its assignees (the “Special Limited Partner”), as a limited partner; and

0.009% Partnership Interest – To be held by the General Partner, as a general partner.

Subject to certain special allocation provisions, Profits and Losses of the Partnership shall be allocated in accordance with the foregoing percentage interests.

Federal Housing Tax Credit Delivery – The proposed investment by the Investment Limited Partner is based upon the anticipated allocation of Federal Housing Tax Credits to it in accordance with a schedule to be agreed upon by the parties. The Partnership Agreement will contain provisions allowing for the adjustment of the amount of the Capital Contributions if such delivery is different than agreed upon or if the amount of the Federal Housing Tax Credits is less than projected or subject to recapture.
Guaranty – Jeff Beaver, Ruth Beaver, Denise Fullerton and Ralph Fullerton (the "Equity Guarantor") shall provide in an Equity Indemnity and Guaranty Agreement the following indemnities and warranties to the Investment Limited Partner:

(1) Operating Deficit Guaranty – Equity Guarantor shall provide an unlimited operating deficit guaranty (the "Operating Deficit Guaranty") for all operating deficits until payment of the Final Installment referred to herein as the "Guaranty Modification Date"). Thereafter, the Operating Deficit Guaranty will be eliminated on the date that is five (5) years after the Guaranty Modification Date, but only if (a) the Operating Deficit Reserve Account is fully funded and (b) the Project has maintained a 1.20 to 1 Debt Service Coverage Ratio for the last twelve (12) months in such five (5) year period. The Operating Deficit Guaranty is in addition to an Operating Deficit Reserve Account to be established as hereafter provided.

(2) Tax Indemnity – Should the Federal Housing Tax Credits be reduced for any reason after the pay-in period described above, the Equity Guarantor shall reimburse Investment Limited Partner 86.00% for every dollar reduction. The Equity Guarantor shall reimburse the Investment Limited Partner for all amounts, including interest and penalties, should the Partnership become obligated to recapture the Federal Housing Tax Credits due to violation of the Partnership Agreement, the First Mortgage Loan, the Bridge Loan or applicable law by the General Partner. Any payment required as provided above shall be known as an "Adjustment Amount." This guaranty shall expire upon the end of the Compliance Period.

(3) Guaranty of Completion – The Equity Guarantor shall guaranty that the Project is built on budget and on time, and in accordance with the plans and specifications. The Guaranty of Completion shall expire upon payment of the Final Installment.

(4) Guaranty of General Partner’s Obligation – The Equity Guarantor shall guarantee certain obligations of the General Partner under the Partnership Agreement to contribute capital to pay any unpaid, deferred development fee and to fulfill the repurchase obligation under certain circumstances.

Property Management – The General Partner agrees that Olympia Management, Inc., an Alabama corporation, will serve as the property manager of BOCHI 2019 Sweetwater, LP and cannot, without prior approval of the Investment Limited Partner, transfer its property management obligation. Olympia Management, Inc. shall assess a property management fee consistent with standards established by the Texas Housing Tax Credit Agency, but not in excess of 7.00% of gross rental receipts.

Distribution of Net Cash Flow – Net Cash Flow (as will be defined in the Partnership Agreement) shall be distributed not later than forty-five (45) days after the end of each fiscal year, or, if later, within fourteen (14) days of the receipt of any required authorization from the First Mortgage lender or the Texas Housing Tax Credit Agency to distribute such Net Cash Flow, as follows:

(a) First, to the payment of any Adjustment Amount, together with any accrued interest thereon, with respect to the Partnership;

(b) Second, to the Developer (as hereafter defined) an amount equal to the Deferred Development Fee (as hereafter defined) until such time as the Deferred Development Fee shall be satisfied;
(c) Third, to the Special Limited Partner or any affiliate thereof, for payment of any other fees, debts, liabilities, or obligations owed to any such person including Special Additional Capital Contribution (as will be defined in the Partnership Agreement) and Limited Partner Advances (as will be defined in the Partnership Agreement);

(d) Fourth, to replenish the Operating Deficit Reserve Account and then to the General Partner or Equity Guarantor for repayment of any outstanding Operating Deficit Loans (as will be defined in the Partnership Agreement) and GP Loans (as will be defined in the Partnership Agreement) made with respect to the Partnership;

(e) Fifth, to the Investment Limited Partner, an amount equal to 40% of the taxable income, if any, reflected on the total of lines 1 through 7 of the Form K-1 received by the Investment Limited Partner with respect to such year as a result of an allocation hereof, and any amount which would have been distributed in prior years but for there being insufficient Net Cash Flow;

(f) Sixth, in an amount equal to 89.990% of Net Cash Flow for such year remaining after the payment of any items under (a) through (e) hereof for such year, to the General Partner for the Partnership Management Fee (as to be defined in the Partnership Agreement);

(g) Seventh, any remaining Net Cash Flow shall be distributed to 99.990% to the Investment Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner.

Notwithstanding the foregoing, (i) Net Cash Flow shall not be distributed to either the General Partner or any of its Affiliates if either the General Partner or any of its Affiliates is subject to removal hereunder or has failed to perform any of its obligations under any of the Project Documents and (ii) Net Cash Flow shall not be distributed in amounts greater than permitted by the financing documents anticipated to be entered between the Partnership and any applicable Lender or Texas Housing Tax Credit Agency requirement. Notwithstanding anything to the contrary, in no event shall less than ten percent (10%) of the any Net Cash Flow paid pursuant to clauses (f) and (g) above, in the aggregate from any Net Cash Flow paid or distributed to the Investment Limited Partner and Special Limited Partner, and clauses (f) and (g) above shall be modified to the extent necessary so that the Investment Limited Partner and Special Limited Partner in the aggregate will receive ten percent (10%) of any Net Cash Flow paid or distributed pursuant to clauses (f) and (g) above. Finally, if Net Cash Flow for any Fiscal Year is not sufficient to pay the Partnership Management Fee for such Fiscal Year, such fee shall lapse to the extent not paid.

**Distribution of Net Cash Proceeds from a Sale or Refinancing** – In the event of a liquidating distribution, the Net Cash Proceeds resulting from a Refinancing or from a Sale (as to be defined in the Partnership Agreement) in excess of the amount applied to Partnership mortgage obligations encumbering the property refinanced or sold shall be distributed and applied in the following order of priority:

(a) To the payment of the expenses of the Sale or Refinancing (as to be defined in the Partnership Agreement) and the debts and liabilities of the Partnership then due, excluding obligations to any Partner or Affiliates thereof other than accrued Investor Services Fee (as hereafter defined).

(b) To the setting up of any required reserves for any contingent or unforeseen liabilities or obligations of the Partnership; provided, however, that said reserves shall be deposited with a bank or trust company designated by the General Partner (or other Person(s) conducting the winding up of the Partnership) in escrow at interest for the purpose of disbursing such reserves for the payment of any of the
aforementioned contingencies and, at the expiration of such period as the General Partner (or other Person(s) conducting the winding up of the Partnership) shall deem advisable, for the purpose of distributing the balance remaining thereafter as provided for hereinafter.

(c) To the payment, of any Adjustment Amount, together with any accrued interest thereon, with respect to the Partnership.

(d) To the General Partner for payment of Special Additional Capital Contribution and to the Investment Limited Partner for payment of Special Additional Capital Contribution and Limited Partner Advances and to any other advances or expenses incurred by the Special Limited Partner, the Investment Limited Partner, or any Affiliates thereof on behalf of the Partnership then due and payable.

(e) To the payment of any outstanding Operating Deficit Loans and/or GP Loans made with respect to the Partnership.

(f) To the General Partner, the amount, if any, of its Capital Contributions made to the Partnership in accordance with the terms of the Guaranty of Completion, or relating to unpaid Deferred Development Fees, reduced by the amount, if any, of prior distributions.

(g) To the Investment Limited Partner and the Special Limited Partner, an amount equal to any Federal income tax incurred as a result of a Sale or Refinancing.

(h) To the Partners with positive Capital Account balances (calculated prior to the allocation of Net Profit from Sale), pro-rata in accordance with their respective positive Capital Account balances until the Capital Accounts of all Partners with positive Capital Accounts shall have been reduced to zero.

(i) Finally, any remaining Net Cash Proceeds shall be distributed 9.990% to the Investment Limited Partner, 0.010% to the Special Limited Partner and 90.000% to the General Partner.

Notwithstanding anything to the contrary set forth in Section 4.5 of the Agreement, in no event shall less than ten percent (10%) of any Net Cash Proceeds paid pursuant to clauses (h) and (i) above in the aggregate from shall be paid or distributed to the Investment Limited Partner and Special Limited Partner, and clauses (h) and (i) above shall be modified to the extent necessary so that the Investment Limited Partner and Special Limited Partner in the aggregate will receive ten percent (10%) of any Net Cash Proceeds paid or distributed pursuant to clauses (h) and (i) above. Except as will be otherwise provided in the Partnership Agreement, the other agreements entered in connection with the Partnership Agreement or by law, the General Partner shall have no personal liability with respect to a return of the Capital Contributions of the Investment Limited Partner.

Sale of Project – At the end of the Compliance Period (as to be defined in the Partnership Agreement), the Investment Limited Partner shall have the right to market the Project. Should the General Partner object to any proposed sale, it shall have a right of first refusal and may purchase the Project at the same price and on the same terms as set forth in any offer that the Investment Limited Partner might receive, with the Investment Limited Partner entitled to proceeds as noted above. In addition, the Partnership Agreement will grant to the Investment Limited Partner and Special Limited Partner the right to “put” their partnership interest to the General Partner at the end of both the Credit Period (as to be defined in the Partnership Agreement) and the Compliance Period for a payment of $1,000.

Financial Accounting – Among other reports, the General Partner shall provide the following reports to the Investment Limited Partner and Special Limited Partner:
(1) By October 31, an annual budget for the upcoming year.

(2) By February 28, the Partnership tax return and Schedule K-1 for the prior fiscal year.

(3) By March 15, audited financial statements for the prior fiscal year.

(4) Such other reports as the Investment Limited Partner or Special Limited Partner shall require.

Legal Review – The Partnership agreements, all guaranty agreements and other legal documents referencing the investment by the Limited Partner are subject to review by the Investment Limited Partner and preparation by Jones Walker LLP as legal counsel for the Investment Limited Partner. The Partnership Agreement will contain representations, warranties and covenants typical to limited partnership agreements for national syndication for investment in Federal Housing Tax Credit transactions.

Due Diligence – From the date of the receipt of all due diligence items, set forth on the Due Diligence Checklist to be prepared by legal counsel for the Investment Limited Partner, the Investment Limited Partner shall have thirty (30) days to complete its due diligence review. The Investment Limited Partner’s due diligence shall include, but not be limited to, a review of the market study, an appraisal prepared by a third party independent appraiser, an ALTA survey with such survey certificate as the Investment Limited Partner may require, title commitment for an owner’s policy in the amount of the sum of the Investment Limited Partner’s capital contribution plus the amount of the permanent debt of the Partnership, any deferred development fee and any other sources with such endorsements as the Investment Limited Partner may require, and a Phase I Environmental Review, all of which shall be paid for by the Partnership and shall be in form and substance acceptable to the Investment Limited Partner.

Federal Housing Tax Credit Adjuster – Should the final Federal Housing Tax Credits earned by the Project be greater than, or less than, $900,000 per annum the capital contribution by the Investment Limited Partner shall be increased or decreased accordingly by 86.00% for each dollar of Federal Housing Tax Credit increased or decreased, utilizing the same formula as set forth above for calculation of the capital contribution; provided, however, in no event will any additional capital contribution exceed $773,923.

Development Fee – Olympia Construction, Inc., an Alabama corporation, shall be the developer for the Project. The fee to be paid to the Developer (the “Development Fee”) shall be payable in accordance with the schedule: (i) 20.00% to be paid upon the payment of the First Installment, (ii) 20.00% to be paid upon the payment of the Second Installment, (iii) 60.00% to be paid upon the payment of the Final Installment and (iv) the remainder to be deferred. In no event shall the Development Fee exceed the amount permitted by the Texas Housing Tax Credit Agency. In the event that the sources of funds are not sufficient to pay all of the Development Fee such portion (the “Deferred Development Fee”) shall be deferred and paid out of Net Cash Flow as hereinbefore provided. Any Deferred Development Fee not paid by the thirteenth (13th) anniversary of the Completion Date (as such term will be defined in the Partnership Agreement) will be paid from a special contribution of capital to the Partnership by the General Partner.

Required Reserves – Six (6) months of operating expenses and debt service (the “Operating Deficit Reserve”) shall be paid from the Final Installment into an Operating Deficit Reserve Account, which Operating Deficit Reserve Account shall be established with the Investment Limited Partner. If funds are withdrawn from the Operating Deficit Reserve Account, such funds must be restored from that
portion of Net Cash Flow that would otherwise be paid to the General Partner as the Partnership Management Fee. A replacement reserve (the “Replacement Reserve”) in an amount of $250 per residential rental unit, per year will be established with the Investment Limited Partner. The Partnership will establish with the Investment Limited Partner on the Completion Date a tax and insurance reserve account to which the Partnership will deposit on the tenth (10th) day of each month an amount equal to one twelfth of the annual property tax and insurance premium, which tax and insurance premium will be paid from such account to the extent of funds then on deposit.

Financing – The amount, terms and conditions of the construction and permanent financing, if not provided by Regions Bank, must be acceptable to Investment Limited Partner.

Investor Service Fee – The Investment Limited Partner will receive an Investment Limited Partner service fee in the annual amount of $6,000 per year, subject to escalation every 5 years, which shall have payment priority after the payment of operating expenses, debt service and funding of required reserves.

Further Documents – The General Partner and the Investment Limited Partner intend to enter into definitive written agreements acceptable to each incorporating therein all of the terms, provisions and conditions of this transaction, as stated herein, together with the customary representations, warranties, covenants and indemnities which shall survive the closing, including but not limited to warranties of title; absence of defaults, litigation, liens, and undisclosed liabilities, existence of insurance; full compliance with applicable laws, regulatory agreements and environmental regulations; defect-free construction of the Project; authority of the General Partner, and the truth and accuracy and completeness of all assumptions expressed by the General Partner.

The Partnership shall be responsible for all costs incurred in the preparation of the Partnership Agreement and related documents, the Investment Limited Partner’s legal counsel, due diligence efforts, recording fees and similar matters.

CUSTOMER IDENTIFICATION PROGRAM - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

THIS LETTER OF INTENT DOES NOT, NOR DOES IT INTEND TO CONTAIN ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION. THIS LETTER OF INTENT IS SUBJECT TO THE NORMAL APPROVAL AND DUE DILIGENCE PROCESS OF THE INVESTMENT LIMITED PARTNER AND ITS LEGAL COUNSEL, JONES WALKER LLP. THE INVESTMENT LIMITED PARTNER RESERVES THE RIGHT TO REQUIRE OTHER INFORMATION AND DOCUMENTS AS OUR COUNSEL AND THE INVESTMENT LIMITED PARTNER REASONABLY REQUIRE. THE INVESTMENT LIMITED PARTNER RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CLOSING CHECKLIST. FURTHERMORE, CHANGES MAY BE MADE TO THIS LETTER OF INTENT DURING THE INVESTMENT APPROVAL PROCESS OR AT THE REQUEST OF OR RECOMMENDATION OF THE INVESTMENT LIMITED PARTNER’S COUNSEL OR CERTIFIED PUBLIC ACCOUNTANT. THIS LETTER OF INTENT IS NOT A COMMITMENT TO INVEST, BUT A
FRAMEWORK THAT HAS BEEN INITIALLY APPROVED BY THE INVESTMENT LIMITED PARTNER’S INVESTMENT COMMITTEE.

THIS LETTER OF INTENT WILL EXPIRE IF NOT ACCEPTED BY THE GENERAL PARTNER ON BEHALF OF THE PARTNERSHIP AND THE EQUITY GUARANTORS BY APRIL 15, 2019. IF THIS LETTER OF INTENT IS ACCEPTED BY APRIL 15, 2019, IT WILL TERMINATE IF THE TRANSACTIONS CONTEMPLATED HEREBY ARE NOT CLOSED WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE AWARD OF FEDERAL HOUSING TAX CREDITS BY THE TEXAS HOUSING TAX CREDIT AGENCY.

We appreciate having the opportunity to invest in this Partnership. Please feel free to give me a call if you have any questions or comments about this proposal. If the terms of this letter are satisfactory, please sign and return to me and I will proceed with getting the final approval of the Investment Limited Partner’s investment committee.

Best Regards,

[signature]

C. Reed Dolihiie
Vice President
Regions Bank
Accepted by: BOCHI 2019
Sweetwater, LP, a Texas limited partnership

By: BOCHI 2019 Sweetwater GP, LLC, a Texas limited liability company
Its: General Partner

By: 
Name: JEFF BEAVER
Its: Pres. of Mng. of GP
Date: 3-1, 2019

EQUITY GUARANTORS:

Jeff Beaver
Date: 3-1, 2019

Ruth Beaver
Date: 3-1, 2019

Denise Fullerton
Date: 3-1, 2019

Ralph Fullerton
Date: 3-1, 2019

Signature page for Equity Letter of Intent for BOCHI 2019 Sweetwater, LP
Tab 36

Sponsor Characteristics
Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - 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: 20.000%
     - Cash flow from operations: 15.000%
     - Developer Fee: 15.000%
     - Total: 50.000% (Must equal at least 50% regardless of structure)
   - Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - Yes A detailed narrative describing how that material participation will be achieved is included.
   - Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - Yes A detailed narrative describing experience in each category is included.

Mark all that apply

- Property Management
- Construction
- Development
- Financing
- Compliance

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

Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

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

Points Claimed: 1

Total Points Claimed: 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

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

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

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

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

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

Certificate/VID Number: 1471385809100  
File/Vendor Number: 487684  
Approval Date: 18-OCT-2018  
Scheduled Expiration Date: 18-OCT-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that **ARX HOUSING INITIATIVES, LLC** has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 19-OCT-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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

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

Progressive achievement in both corporate and governmental structures.

- Established reputation for credibility, professionalism and dependability
- Demonstrated proactive business and financial strategies
- Excellent organizational skills and well-disciplined work habits
- Adaptable interpersonal skills to effectively communicate with individuals of diverse backgrounds
- Ability for identifying, initiating and implementing sound problem solving decisions
- Skill in handling sensitive issues with diplomacy and objectivity
- Active and highly effective participant

Professional Experience

2011 – Present  Arx Advantage, LLC / Austin, Texas

Principal, Managing Member | 2011 – Present

Provide consulting services for real estate development, primarily in the affordable housing industry. Ensure compliance with federal, state and local regulations and rules. Prepare applications for submission for multiple programs. Service accounts from application through construction and issuance of Certificates of Occupancy and forms 8609, initial compliance setup and performance of asset management. Successful application awards since 2012 in the Housing Tax Credit application cycles of multiple states.

2001 – 2011  Texas Department of Housing and Community Affairs / Austin, Texas

Key Accomplishments:

- Complete oversight of the issuance and allocation of $461 million and the production of 64,855 housing units through the administration of the Housing Tax Credit Program and over $1 billion with the issuance of Private Activity Bonds and the production of 20,840 housing units.
- Developed and implemented the Tax Credit Exchange Program allocating $594 million and producing 8,072 units.
- Served on first lead team for Hurricane Katrina disaster relief.
- Integrated working relationship between the Department and the U.S. Department of Housing and Urban Development (HUD) and the United States Department of Agriculture (USDA).
- Successfully navigated and implemented four sunset legislative sessions for the Department.

Director of Multifamily Finance | 2006 – 2011

Develop and implement policies, procedures, rules and regulations for the Housing Tax Credit, Tax Credit Exchange, Tax Credit Assistance, Multifamily Bond, Preservation, Housing Trust Fund, and HOME Programs. Complete oversight of program management and productivity measures and evaluations. Establish goals and objectives; develop and approve schedules, priorities, implement plans and standards for achieving program goals. Establish and maintain positive business development and public relation activities. Provide financial analysis of multifamily real estate transactions for appropriate recommendation. Preparation of monthly, quarterly and annual reporting, strategic planning, forecasting and fiscal impact. Plan, assign, and/or direct the work of others. Develop and conduct public hearings and presentations for multifamily division. Responsible for the issuance and annual allocation of over $200 million and the maintenance and integrity of a $2 billion portfolio.
Manager of Multifamily Finance | 2005 – 2006

Develop and implement policies, procedures, rules and regulations for the Housing Tax Credit, Multifamily Bond Preservation, Housing Trust Fund, and HOME Programs. Complete oversight of program management, productivity measures and evaluations. Responsible for the issuance and annual allocation of over $200 million and the maintenance and integrity of a $1.2 billion portfolio.

Multifamily Bond Administrator | 2001 – 2005

Review, analyze and recommend applications for the private activity bond program. Develop and recommend guidelines, policy and procedure manuals, rules and regulations for review and approval by management. Develop and implement techniques for evaluating programs; plans, implement, coordinate, monitor and evaluate programs. Identify areas in need of change and make recommendations to improve operations. Preparation of monthly, quarterly and annual reporting, strategic planning, legislative requests and fiscal impact. Responsible for the administration and issuance of $150 million in private activity bond allocation and the maintenance of a $950 million portfolio.

1999 – 2000 Dell Financial Services | Round Rock, Texas


- Prepared financial analysis/reconciliation/modeling, cost allocation, forecasting, plan and variance analysis, trend and historical analysis, risk and profitability analysis reports.
- Provided analysis of financial data to recommend and implement effective business strategies.
- Provided supervision of corporate reporting team and projects.
- Developed and implemented effective policies and procedures.

1998 –1999 FELCO Commercial Services | Austin, Texas


- Establish and maintain commercial lines of credit through analysis and research of financial information.

1993 –1998 Oakwood Homes Corporation | Austin, Texas

Assistant Regional Manager of Financial and Credit Operations | 1993 -1998

- Provided financial and data analysis, trend analysis, and profit and loss analysis and review.
- Prepared regional reporting, forecast / variance analysis, marketing initiatives and technical support.
- Developed and implemented policies and procedures.
- Established and maintained business development and public relation activities.
- Accountable for portfolio, asset and inventory management.
- Provided supervision of a professional staff of thirty-five.
1986 –1993  Ford Motor Company | Austin, Texas

Senior Financial Analyst | 1986 -1993

- Establish and maintain effective commercial and consumer credit and collection activity.
- Analyze financial statements and data to prepare reports for senior management.
- Established and maintained business development and public relation activities.
- Accountable for portfolio, asset and inventory management.
- Provided supervision of a professional staff of forty.

Education

1982-1985  Texas State University | San Marcos, Texas
Bachelor of Business Administration

1985  Texas Real Estate Commission | Austin, Texas
Texas Real Estate License (currently inactive)

2004 - 2006  Housing Quality Standards Inspection Certification (HQS) | Housing Credit Certified Professional (HCCP)
HUB Participation

Arx Housing Initiatives, LLC ("Arx"), the Historically Underutilized Business (HUB) partner of Sweetwater Springs will materially participate in the development and operations in the following manner:

1. APPLICATION
   a. Site selection
   b. Pre-Application and Full Application completion and submission
   c. Financial and lender review and selection
   d. Post award documentation completion and submission

2. CONSTRUCTION
   a. Participation in finance documents
   b. Participation with Management Agent on preparation and lease up comments
   c. Interaction with TDHCA on closing and due diligence, and with equity partner and lenders
   d. Review and feedback on plans and specs
   e. Periodic on-site inspections during construction
   f. Comment on closing documents and process

3. OPERATIONS
   a. Review of monthly operating and leasing data, comments when appropriate
   b. Asset and Management Review participation
   c. Participation and review in TDHCA compliance, equity partner compliance, and inspections
   d. Input and review of annual budget and audit
   e. Partner meetings, agenda review and participation
   f. Quarterly site visits and input

4. PARTNERSHIP RESPONSIBILITIES
   a. Assist in identifying and responding to structural, community, and operational issues
   b. Trouble shooting and strategy resolution participation when necessary
   c. General asset oversight participation

In addition to the above involvement, Arx will work closely with the management company, overseeing lease-up activities. Arx will physically visit the site frequently during lease up to review rent roles and, if necessary, to participate in marketing activities. Arx will be at the site no less than 4 times a year after stabilization, and more frequently, if necessary.
Tab 37

Owner and Developer Organization Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

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

In the case of:

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

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

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

Org. Chart Example:

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

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

ALL Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.
Sweetwater Springs
Owner Structure

BOCHI 2019 Sweetwater, LP
a Texas limited partnership
formed ______________ (TBD)

0.01% GENERAL PARTNER
BOCHI 2019 Sweetwater GP, LLC
a Texas limited liability company
formed ______________ (TBD)

99.99% INVESTOR LIMITED PARTNER
TBD

40% MEMBER
Bouldin Communities, LLC
a Texas limited liability company
Formed 12/8/2017

Member
Todd Erickson 50%

Member
Jeff Markey 50%

40% MEMBER
Olympia Construction, Inc.
an Alabama corporation
Formed 6/16/1989

Member
Jeff Beaver 51%

Member
Ralph Fullerton 49%

20% MEMBER
Arx Housing Initiative, LLC
a Texas limited liability company
Formed 6/27/2014

Member
Robbye G. Meyer 100%
Sweetwater Springs
Organizational Structure—Developers

42.5% MEMBER
Bouldin Communities, LLC
a Texas limited liability company
Formed 12/8/2017

Member
Todd Erickson
50%

Member
Jeff Markey
50%

42.5% MEMBER
Olympia Construction, Inc.
an Alabama corporation
Formed 6/16/1989

Member
Jeff Beaver
51%

Member
Ralph Fullerton
49%

15% MEMBER
Arx Housing Initiative, LLC
a Texas limited liability company
Formed 6/27/2014

Member
Robbye G. Meyer
100%
Sweetwater Springs

Owner Structure

BOCHI 2019 Sweetwater, LP
a Texas limited partnership
formed ____________ (TBD)

0.01% GENERAL PARTNER
BOCHI 2019 Sweetwater GP, LLC
a Texas limited liability company
Formed ____________ (TBD)

99.99% INVESTOR LIMITED PARTNER
TBD

40% MEMBER
Bouldin Communities, LLC
a Texas limited liability company
Formed 12/8/2017
(Control)

Member
Todd Erickson
50%
(Control)

Member
Ralph Fullerton
49%
(Control)

40% MEMBER
Olympia Construction, Inc.
an Alabama corporation
Formed 6/16/1989
(Control)

Member
Jeff Beaver
51%
(Control)

40% MEMBER
Arx Housing Initiatives, LLC
a Texas limited liability company
Formed 6/27/2014

Member
Robbye G. Meyer
100%

40% MEMBER
BOCHI 2019 Sweetwater, LP
a Texas limited partnership
formed ____________ (TBD)

Member
Jeff Markey
50%
(Control)

Member
Jeff Beaver
51%
(Control)

20% MEMBER
BOCHI 2019 Sweetwater, LP
a Texas limited partnership
formed ____________ (TBD)

Member
Ralph Fullerton
49%
(Control)

MF RCVD Mon 4/8/2019 12:46 PM-LC
Sweetwater Springs
Organizational Structure—Developers

42.5% MEMBER
Bouldin Communities, LLC
a Texas limited liability company
Formed 12/8/2017

Member
Todd Erickson
50%

42.5% MEMBER
Olympia Construction, Inc.
an Alabama corporation
Formed 6/16/1989

Member
Jeff Beaver
51%

15% MEMBER
Arx Housing Initiatives, LLC
a Texas limited liability company
Formed 6/27/2014

Member
Robbye G. Meyer
100%

Member
Jeff Markey
50%

Member
Ralph Fullerton
49%
Sweetwater Springs
Organizational Structure–Guarantors

50% MEMBER
Bouldin Communities, LLC
a Texas limited liability company
Formed 12/8/2017

Member
Todd Erickson
50%

Member
Jeff Markey
50%

50% MEMBER
Olympia Construction, Inc.
an Alabama corporation
Formed 6/16/1989

Member
Jeff Beaver
51%

Member
Ralph Fullerton
49%
Tab 38

List of Organizations and Principals
Provided 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)

**List of Organizations and Principals**

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

### Org. 1

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>BOCHI 2019 Sweetwater GP, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>404 E. McKinney Avenue</td>
<td>City:</td>
<td>Albertville</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>BOCHI 2019 Sweetwater, LP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>TBD</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>2568786054</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

#### List of Sub-Entities or Principals:

<table>
<thead>
<tr>
<th>1.</th>
<th>Boulding Communities, LLC</th>
<th>2.</th>
<th>Olympia Construction, Inc.</th>
<th>3.</th>
<th>Arx Housing Initiatives, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### Org. 2

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Bouldin Communities, LLC</th>
<th>Role/Title</th>
<th>Member GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>3801 N. Capital of Texas Hwy, Suite E-204 #435</td>
<td>City:</td>
<td>Austin</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>BOCHI 2019 Sweetwater GP, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>12/8/2017</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>5125075984</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

#### List of Sub-Entities or Principals:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
<td></td>
</tr>
</tbody>
</table>

### Org. 3

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Olympia Construction, Inc.</th>
<th>Role/Title</th>
<th>Member GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>404 E. McKinney Avenue</td>
<td>City:</td>
<td>Albertville</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>BOCHI 2019 Sweetwater GP, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>6/16/1989</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>2568786054</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

#### List of Sub-Entities or Principals:

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
<td>Yes</td>
<td>TDHCA Experience:</td>
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2/28/2019
<table>
<thead>
<tr>
<th>Organization Legal Name: Arx Housing Initiatives, LLC</th>
<th>Role/Title: Member GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 1305 Dusky Thrush Trail</td>
<td>City: Austin</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: BOCHI 2019 Sweetwater GP, LLC</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 6/27/2014</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 5129632555</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development: No</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
</tr>
<tr>
<td>1. Robbye G. Meyer</td>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>2.</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>3.</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>4.</td>
<td>TDHCA Experience:</td>
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<tr>
<td>5.</td>
<td>TDHCA Experience:</td>
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<td>6.</td>
<td>TDHCA Experience:</td>
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<table>
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<tr>
<th>Organization Legal Name:</th>
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<tr>
<td>Address:</td>
<td>City:</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Organization legally formed?</td>
<td>Date formed:</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Phone:</td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Ability to exercise Control over the Development:</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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</tr>
<tr>
<td>1.</td>
<td>TDHCA Experience:</td>
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<td>2.</td>
<td>TDHCA Experience:</td>
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<td>3.</td>
<td>TDHCA Experience:</td>
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<td>4.</td>
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<td>5.</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
</tr>
<tr>
<td>4.</td>
<td>TDHCA Experience:</td>
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<td>5.</td>
<td>TDHCA Experience:</td>
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<tr>
<td>6.</td>
<td>TDHCA Experience:</td>
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<td>Previous TDHCA Experience?</td>
<td>Phone:</td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Ability to exercise Control over the Development:</td>
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<td>List of Sub-Entities or Principals:</td>
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<td>TDHCA Experience:</td>
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<td>2.</td>
<td>TDHCA Experience:</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>5.</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>6.</td>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>
Tab 39

Previous Participation Form
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).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>BOCHI 2019 Sweetwater, LP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:jmarkey@bouldincre.com">jmarkey@bouldincre.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>BOCHI 2019 Sweetwater, LP</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.

   ![X]

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

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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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>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>DR</td>
<td></td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
### Previous Participation Form

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

**Person/Role:** BOCHI 2019 Sweetwater GP, LLC

**Email Address:** jmarkey@bouldincre.com

**City & State of Home Addr:** Austin, Texas

**Applicant Legal Name:** BOCHI 2019 Sweetwater, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   ![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>
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</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   ![X] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
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<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
# Previous Participation Form

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

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Bouldin Communities, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:jmarkey@bouldincre.com">jmarkey@bouldincre.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Austin, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>BOCHI 2019 Sweetwater, LP</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>18245</td>
<td>Lockhart Springs</td>
<td>Lockhart</td>
<td>HTC</td>
<td>Jul-18</td>
<td>Present</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>
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<tr>
<td>CSBG</td>
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<td>HOME:</td>
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<tr>
<td>CFDC</td>
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<td>HBA</td>
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<td>HRA</td>
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<td>Bootstrap</td>
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<tr>
<td>Other:</td>
<td></td>
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<td></td>
<td>NSP</td>
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</table>
# Previous Participation Form

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

| Person/Role: | Todd Erickson |
| Email Address: | terickson@bouldingcre.com |
| City & State of Home Addr: | Austin, Texas |
| Applicant Legal Name: | BOCHI 2019 Sweetwater, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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

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Person/Role: Jeff Markey
Email Address: jmarkey@bouldincre.com
City & State of Home Addr: Austin, Texas
Applicant Legal Name: BOCHI 2019 Sweetwater, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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| Person/Role: | Olympia Construction, Inc. |
| Email Address: | jeff@olympiaconstruction.net |
| City & State of Home Addr: | Albertville, Alabama |
| Applicant Legal Name: | BOCHI 2019 Sweetwater, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   ![Select box checked](image)

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

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   ![Select box checked](image)

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Olympia Construction, Inc.

Email Address: jeff@olympiaconstruction.net

City & State of Home Addr: Albertville, Alabama

Applicant Legal Name: BOCHI 2019 Sweetwater, LP
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<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Jeff Beaver</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:jeff@olympiaconstruction.net">jeff@olympiaconstruction.net</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
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**Person/Role:** Ralph Fullerton

**Email Address:** jeff@olympiaconstruction.net

**City & State of Home Addr:** Albertville, Alabama

**Applicant Legal Name:** BOCHI 2019 Sweetwater, LP

## 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** Arx Housing Initiatives, LLC  
**Email Address:** robbye@arxadvantage.net  
**City & State of Home Addr:** Austin, Texas  
**Applicant Legal Name:** BOCHI 2019 Sweetwater, LP

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<td>Bishop</td>
<td>HTC</td>
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<tr>
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Person/Role: Robbye G. Meyer

Email Address: robbye@arxadvantage.net

City & State of Home Addr: Austin, Texas

Applicant Legal Name: BOCHI 2019 Sweetwater, LP

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Tab 40

Nonprofit Participation

Not Applicable
## Nonprofit Participation

### Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- [ ] By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- [ ] By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

**Organization Name:**

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?

If no to the question above, what is its current legal status?

If "Other" please specify:

Date of legal formation of Nonprofit Organization:

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?

   - If “Yes”, will this nonprofit organization Control the Applicant?

   - What is the ownership percentage of this nonprofit organization?

2) Describe the nonprofit’s participation:

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

4) Will the nonprofit receive part of the development fees paid in connection with the development?

   - If "Yes," explain:
Tab 41

Nonprofit Supporting Documents

Not Applicable
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)
Tab 42

Development Team Members
The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>Name: Olympia Construction, Inc.</th>
<th>Contact Name: Jeff Beaver</th>
<th>Phone: (256) 878-6054</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email: <a href="mailto:jeff@olympiaconstruction.net">jeff@olympiaconstruction.net</a></td>
<td>Proposed Fee: TBD</td>
<td>Tax ID Number (TIN):</td>
</tr>
<tr>
<td>Certified Texas HUB?: No</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*: Yes</td>
<td></td>
</tr>
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### Housing General Contractor:

<table>
<thead>
<tr>
<th>Name: Olympia Construction, Inc.</th>
<th>Contact Name: Jeff Beaver</th>
<th>Phone: (256) 878-6054</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email: <a href="mailto:jeff@olympiaconstruction.net">jeff@olympiaconstruction.net</a></td>
<td>Proposed Fee: TBD</td>
<td>Tax ID Number (TIN):</td>
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<tr>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*: Yes</td>
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### Infrastructure General Contractor:

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<tbody>
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<td>Email: <a href="mailto:jeff@olympiaconstruction.net">jeff@olympiaconstruction.net</a></td>
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<td>Tax ID Number (TIN):</td>
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<tr>
<td>Certified Texas HUB?: No</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*:</td>
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### Cost Estimator:

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<td>Email: <a href="mailto:jeff@olympiaconstruction.net">jeff@olympiaconstruction.net</a></td>
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<td>Tax ID Number (TIN):</td>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*: Yes</td>
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### Architect:

<table>
<thead>
<tr>
<th>Name: Wallace Architects</th>
<th>Contact Name: Mike Kleffner</th>
<th>Phone: (573) 256-7200</th>
</tr>
</thead>
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<tr>
<td>Email: <a href="mailto:mikek@wallacearchitects.com">mikek@wallacearchitects.com</a></td>
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2/28/2019
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<td>Carney and Assc.</td>
<td>(469) 855-8991</td>
<td>$15,000.00</td>
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<tr>
<td>Craig Carney</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:craig@eng-firm.com">craig@eng-firm.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jon Perkins</td>
<td>(256) 878-6054</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jon@olympiaengineering.net">jon@olympiaengineering.net</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
<td>$7,500.00</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:amd@stic.net">amd@stic.net</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cynthia Bast</td>
<td>(512) 305-4707</td>
<td>TBD</td>
<td>74-1164324</td>
</tr>
<tr>
<td>Lockheed</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><a href="mailto:cbast@lockelord.com">cbast@lockelord.com</a></td>
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### Civil Engineer:

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<tr>
<td>Olympia Design-Build, Inc</td>
<td>(281) 881-0001</td>
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<tr>
<td>Jon Perkins</td>
<td>(256) 878-6054</td>
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<td>Email</td>
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<tr>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
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### Market Analyst:

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### Appraiser:

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### Attorney:

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<tr>
<td>Locke Lord</td>
<td>(512) 305-4707</td>
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<tr>
<td>Cynthia Bast</td>
<td>(512) 305-4707</td>
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### Accountant:

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<tr>
<td>Property Manager:</td>
<td>Olympia Management</td>
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<tr>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<tr>
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2/28/2019
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Indepence Title</th>
<th>Dan Phares</th>
<th>(512) 454-4500</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td><a href="mailto:dphares@independencetitle.com">dphares@independencetitle.com</a></td>
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<tr>
<th>Application Consultant:</th>
<th>Arx Advantage</th>
<th>Robbye Meyer</th>
<th>(512) 963-2555</th>
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<th>Trileaf</th>
<th>Rachel Kathryn Zapf McShane</th>
<th>(314) 997-6111</th>
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<td></td>
<td><a href="mailto:r.mcshane@trileaf.com">r.mcshane@trileaf.com</a></td>
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TBD

2/28/2019
Tab 43

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
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: M. Randall Porter

Signature

1/29/19

Date

M. Randall Porter

Printed Name

24739 Texas

License Number and State

BR159 Wallace Architects, LLC

Firm Name (If applicable)
Additional Architect Statement

As referenced in the 2019 Architect Certification, this Additional Architect Statement includes the following:

1. The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as shown in the following calculation forms and in the Architectural Plans contained in this Application. A minimum of 5% of all dwelling units will be designed and built to be accessible for persons with mobility impairments and a minimum of 2% of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments. The calculation forms include the total number of units, number and description of unit types, and number of units of each type that will meet accessibility requirements. This statement confirms that accessible units are distributed across unit types and also the development site as shown in the architectural plans.

2. Regardless of building type, all units accessed by the ground floor or by elevator ("affected units") meet the requirements of 10 TAC §11.101(b)(8)(B). The statement confirms that the proposed development complies with visitability requirements per Fair Housing Act Design Manual standards and includes the following:

   (i) All common use facilities are in compliance with the Fair Housing Design Act Manual;
   (ii) As required by the Fair Housing Design Act Manual, there is an accessible or exempt route from common use facilities to the "affected units" as shown on the architectural site plan; and
   (iii) Each "affected unit" includes the following features:
       (I) at least one zero-step, accessible entrance;
       (II) at least one bathroom or half-bath with toilet and sink on the entry level. The layout of this bathroom or half-bath complies with one of the specifications set forth in the Fair Housing Act Design Manual;
       (III) the bathroom or half-bath will have the appropriate blocking relative to the toilet for the later installation of a grab bar, if ever requested by the tenant of that Unit;
       (IV) there is an accessible route from the entrance to the bathroom or half-bath, and the entrance and bathroom will provide usable width; and
       (V) light switches, electrical outlets, and thermostats on the entry level will be at accessible heights.

By: _________________________________

M. Randall Porter

Printed Name

2/25/19

Date
Tab 44

Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

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

Evidence of experience behind this tab includes:

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

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

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

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

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

http://fedgov.dnb.com/webform

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

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

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

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

2/28/2019
February 9, 2018

Mr. Jeff Beaver
C/O Arc Advantage
1305 Dusky Thrush Trail
Austin, Texas 78746

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. Beaver:

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 negligently materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Tab 45

Applicant Credit Limit Documentation and Certification
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BOCHI 2019 Sweetwater, LP</td>
</tr>
<tr>
<td>16.</td>
</tr>
<tr>
<td>19.</td>
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<td>22.</td>
</tr>
<tr>
<td>25.</td>
</tr>
<tr>
<td>28.</td>
</tr>
<tr>
<td>b. Person/entity has at least one other application in the current Application Round.</td>
</tr>
<tr>
<td>No</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant] 2/22/2019 [Date] Its: [Jeff Markey, Member] [2/14/2019]
Part II. Credit Limit Certification

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

Name and role of Person or Entity completing this form:  

Which is:  
☐ 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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<tr>
<td>Beeville Springs</td>
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I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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

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

By:  

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

Boudin Communities, LLC  

Printed Name  

Date  

2/14/2019
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: 

Todd Erickson

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.

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I acknowledge that Jeff Morley is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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

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

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

Todd Erickson

Printed Name

Date: 2/22/2019
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: [Jeff Markey]

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
- [X] 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.

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I acknowledge that [Jeff Markey] 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.

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

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

Jeff Markey
Printed Name

Date: 2/22/2019

2/14/2019
Part II. Credit Limit Certification

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

Name and role of Person or Entity completing this form: 

Which is:  
- [ ] 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  
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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.

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I acknowledge that [Jeff Market] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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

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

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

Olympia Construction, Inc.

Printed Name  

Date: 2/19/2019
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: Jeff Beaver

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 II Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
X 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.

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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: Jeff Beaver  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date: 2/19/2019
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: Ralph Fullerton

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
- [X] 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.

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I acknowledge that, Jeff Markey, 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.

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

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]
Signed 2/19/2019

Ralph Fullerton
Printed Name
2/14/2019
Part II. Credit Limit Certification

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

Name and role of Person or Entity completing this form: 

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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- [ ] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beeville Springs</td>
<td>10</td>
<td>Beeville</td>
<td>20.00%</td>
<td>15.00%</td>
</tr>
<tr>
<td>Sweetwater Springs</td>
<td>2</td>
<td>Sweetwater</td>
<td>20.00%</td>
<td>15.00%</td>
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I acknowledge that [Jeff Markey] 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]  

2/14/2019
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: Robbye G. Meyer

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.

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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.

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

By: Robbye G. Meyer
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
Printed Name
Date: 2/22/2019

2/14/2019
Tab 46

Community Input
## Community Input Scoring Items

**TDHCA#: 19368**

### 1. Local Government Support - §11.9(d)(1)
- [ ] Resolution(s) of either "no objection" or "support" is included behind this tab.**
- 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)
- [ ] 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)
- [ ] Application expects to receive points for a letter from a Representative.
- [ ] 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)
- [ ] Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

A. Name of Community Organization
   - [ ] Support
   - [ ] Opposition
   - Contact Name

B. Name of Community Organization
   - [ ] Support
   - [ ] Opposition
   - Contact Name

C. Name of Community Organization
   - [ ] Support
   - [ ] Opposition
   - Contact Name

D. Name of Community Organization
   - [ ] Support
   - [ ] Opposition
   - Contact Name

E. Name of Community Organization
   - [ ] Support
   - [ ] Opposition
   - Contact Name

F. Name of Community Organization
   - [ ] Support
   - [ ] Opposition
   - Contact Name

2/28/2019
## Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

<table>
<thead>
<tr>
<th>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
<th>Prepared by: Trileaf</th>
<th>Date of Report: 2/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 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>2. Environmental Clearance (Section 811 PRA and Direct Loan applications only)</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>
</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>
</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>
</tr>
<tr>
<td>□ Applicant has submitted an environmental packet to TDHCA and determination is pending.</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>
</tr>
<tr>
<td>□ MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.</td>
</tr>
<tr>
<td>□ Documentation of HUD Environmental Clearance is included behind this tab.</td>
</tr>
<tr>
<td>□ Applicant has submitted an environmental packet to TDHCA and clearance is pending.</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. <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>
</tr>
<tr>
<td>□ A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
</tr>
<tr>
<td>Name of Firm:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Contact Telephone:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Primary Market Area Map</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
</tr>
<tr>
<td>Prepared by: Apartment Market Data</td>
</tr>
<tr>
<td>Development Site Location:</td>
</tr>
<tr>
<td>Longitude: 32.448979</td>
</tr>
</tbody>
</table>

| 4. Property Condition Assessment (PCA) |
|---|---|
| Prepared by: N/A | Date of Report: |

| 5. Appraisal |
|---|---|
| Prepared by: N/A | Date of Report: |

| 6. Site Design and Development Feasibility Report |
|---|---|
| Prepared by: Carney and Associates | Date of Report: 2/24/2019 |

3/1/2019
MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC  Date: 1/8/2019
Contact: Darrell G Jack  Phone: (210) 530-0040
Development: Sweetwater Springs  Target Population: General
Definition of Elderly Age:
Site Location: NEQ of Hubbard St. & Interstate Hwy 20  City: Sweetwater  County: Nolan
Site Coordinates: Latitude  Longitude (decimal degree format)

32.449151  -100.408782

Primary Market Area (PMA) page

Square Miles

205.27

CENSUS TRACTS

| 483539501.00 | 483539502.00 | 483539503.00 | 483539504.00 | 0.00 | 0.00 |
February 26, 2019

Mr. Brent Stewart  
Texas Dept. of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

Re: Public Information Request - Release

Greetings:

As part of the market studies produced for the 2019 9% LIHTC application round,  
Apartment MarketData, LLC (AMD) certifies that it has read and understands  
Department Rules specific to the report found in Section 11.303 of the Underwriting  
Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and  
Community Affairs (the “Department”) may publish any of the reports on the  
Department’s website, release it in response to a request for public information, and make  
other use of the information as authorized by law.”

Sincerely,

[Signature]

Darrell G. Jack  
Market Analyst  
President
Tie-Breaker Information

Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value). If a tie still persists, then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (“AMFI”), as determined by the U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (“CHAS”) dataset and as reflected in the Department’s current Site Demographic Characteristics Report.

Is Site in Region 11 or 13? No Poverty Rate = 23.2

Poverty Rate is less than 15.629.

Is Site in Region 11? No Poverty Rate = NA

Applicable Poverty Rate = NA

Applicable Poverty Rate is less than 15.629.

Is Site in Region 13? No Poverty Rate = NA

Applicable Poverty Rate = NA

Applicable Poverty Rate is less than 15.629.

Rent Burden Rank = 2860 (lower number wins tie)

Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: 32.448979

Development Latitude: -100.40901

Target Population: General

Closest Development serving same Population: Mustang Heights

Application Number: 10000

Address: 815 E Arizona Avenue, Sweetwater, Texas 79556

Year of Award: 2010
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application.pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Site plan table and drawing indicate 2-12 unit buildings, 2-8 unit buildings and 1-6 unit building for a total of 46 units. Specifications and Building/Unit Type Configuration (SBUTC) indicate 2-12 unit buildings and 3-8 unit buildings for a total of 48 units.
2. Sheet C1.0 indicates the same drawing as the site plan.
3. If it is not likely that Coke Street will be vacated, revise the site drawings to indicate the acreage without the Coke Street ROW.
4. If it is not likely that Coke Street will be vacated, revise Site Information Form Part III to indicate the site’s most probable size.
5. Floor plan drawing of Building C is inconsistent with SBUTC with respect to the unit counts.
6. Floor plan drawing of Building E is inconsistent with SBUTC with respect to the unit counts and total unit count of the building.

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 Monday, July 1, 2019. Please respond to this email as confirmation of receipt.**

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**About TDHCA**

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

Thanks,

Ben Sheppard  
Specialist, Multifamily Finance  
Texas Department of Housing and Community Affairs  
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in [10 TAC Section 11.1(b)](http://www.tdhca.state.tx.us), there are important limitations and caveats (Also see [10 TAC §10.2(b)](http://www.tdhca.state.tx.us)).
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. The application fees are not sufficient for an application that was submitted without a Pre-Application as stated in 10 TAC §11.901(3)(A). Please note that to cure this, the additional fees needed for your application submission must be received within three business days pursuant to 10 TAC §11.201(1)(A).

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.
Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 4, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
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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)).

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.
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.

- Site Information Form Part I: The flood zone designation stated on the exhibit does not agree with the ESA report or site plan.

- Site Information Form Part III: The form is incomplete. The acreage is not stated for the site plan and the date of the last sale are blank. Please complete all sections of the form.

- Site Control: Coke Street is not included in the site control but appears to be part of the site according to the site plan. Provide evidence that Coke Street is included in the site control or provide evidence that there is an agreement with regard to development on the portion not included in site control.

- Site Control: If Coke street is not included in the site control and is part of the ingress/egress, then evidence that an easement, leasehold, or similar documented access, as well as evidence that the fee title owner agrees that the LURA may extend to the access easement is required.

- Title Commitment: The legal description in the title commitment appears to describe a different development site. It does not match the site control contract’s legal description. The title commitment should confirm the size of the site pursuant to 10 TAC §11.204(12).

- Title Commitment: The title commitment should list the name of the Development Owner or an Affiliate as the proposed insured. The entity named as the proposed insured does not appear on the ownership charts.

- Site Plan: Submit a site plan that conforms to the requirements of 10 TAC §11.204(9). I don’t find the following items on the site plan: The size of the site stated, the flood plain boundaries, the location of van parking space(s), and a table showing the Common Area space on a building by building basis.

- Site Plan: The number of units stated on the site plan on page 114 and 115 (sheet C1.0) differ. Clarify what is correct.

- Elevations: Confirm that the exterior composition is typical for all sides. There appears to be a typographical error where only the left side of several building types is depicted.

- Elevations: I don’t find the building height of the community center.

- Building/Unit Configuration Form: The number of each unit type and total units do not
agree with the Rent Schedule and site plan on page 114. Clarify what is correct.

2. Building/Unit Configuration Form: The number of parking spaces does not agree with the site plan or Accessible Parking Calculation worksheet.

3. Accessible Parking Calculation: Two additional accessible parking spaces are required for a total of six. The calculation entered in your application form differs from the calculation when entered by staff.

4. Rent Schedule: A description of the non-rental income was omitted.

5. Annual Operating Expenses: All amounts listed as “other” require a description. Additionally, avoid using terms such as, “miscellaneous”.

6. Schedule of Sources & Uses: The amounts of the bridge, construction, and permanent loans do not agree with the commitment letter. Clarify which is correct and revise any appropriate exhibit(s).

7. Financing Narrative: The amounts of the bridge, construction, and permanent loans do not agree with the commitment letter.

8. Financing Narrative: The term of the permanent loan and amount of deferred developer fee stated in the Financing Narrative does not agree with the Schedule of Sources & Uses.

9. Commitment: The letter submitted regarding the amount of the deferred developer fees does not agree with the Schedule of Sources & Uses.

0. Sponsor Characteristics: I don’t find a statement that explains how the HUB will materially participate will be achieved.

1. Ownership Charts: Clarify whether the entity name of the HUB is “ARX Housing Initiative, LLC” or “ARX Housing Initiatives” and revise the appropriate exhibit(s) so that all documents agree.

2. Ownership Charts: Please submit a list of all Persons that have the ability to exercise Control.

3. ESA: Submit a statement that any additional assessments of the report will be performed prior to closing.

4. ESA: I don’t find the statement from the report provider that the preparer will not materially benefit from the Development other than by receiving a few and that the fee is not contingent upon the report’s findings.

5. Site Design and Feasibility Report: I don’t find property identification numbers included in the report. Please clarify.

_The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification._

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each
additional day beyond the fifth day that any deficiency remains unresolved, the application will be
treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications
with unresolved deficiencies after 5pm Austin local time on the seventh business day may be
terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the
satisfaction of the Department by 5pm Austin local time on the fifth business day following the
date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local
time on the seventh business day will be suspended from further processing, and the Applicant
will be notified to that effect, until the deficiencies are resolved. If, during the period of time
when the Application is suspended from review, Direct Loan funds become oversubscribed, the
Applicant will be informed that unless the outstanding item(s) are resolved within one business
day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if
the outstanding item(s) are resolved within one business day, the date by which the item is
submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct
Loan Rule. Applicants should be prepared for additional time needed for completion of staff
reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all
documentation at the same time and in only one file using the Department’s Serv-U HTTPS
System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff
member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process,
contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also
contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily
Rules as they apply to due diligence, applicant responsibility, and the competitive nature of
the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 8, 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
April 8, 2019

Ms. Liz Cline
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Dear Ms. Cline,

We are in receipt of the deficiency notice issued April 1, 2019 for 19368 Sweetwater Springs Apartments and have responded to those requests in the following response.

1. Site Information Form Part I: The flood zone designation stated on the exhibit does not agree with the ESA report or site plan.
   The form has been corrected to indicate the site is partially in a floodplain. The applicant is working to get a current LOMR on the property to correct the floodplain issue.

2. Site Information Form Part III: The form is incomplete. The acreage is not stated for the site plan and the date of the last sale are blank. Please complete all sections of the form.
   The form has been revised to include the information that was omitted.

3. Site Control: Coke Street is not included in the site control but appears to be part of the site according to the site plan. Provide evidence that Coke Street is included in the site control or provide evidence that there is an agreement with regard to development on the portion not included in site control.
   The applicant contacted the city to vacate the plat for Coke Street and it is anticipated that the plat will be vacated as the city completed the same type vacation of land to a property owner just 6 months ago. However, the Site Plan was design so that if the city does not vacate the plat for Coke Street, the street can easily be added to the Site Plan without change to the building configuration. Since this item involves a third party from the applicant, we request addition time to receive the information requested.

4. Site Control: If Coke street is not included in the site control and is part of the ingress/egress, then evidence that an easement, leasehold, or similar documented access, as well as evidence that the fee title owner agrees that the LURA may extend to the access easement is required.
   Since this item involves a third party from the applicant, we request addition time to receive the information requested.

5. Title Commitment: The legal description in the title commitment appears to describe a different development site. It does not match the site control contract’s legal description. The title commitment should confirm the size of the site pursuant to 10 TAC §11.204(12).
   The title commitment has been revised to be consistent with other exhibits.
6. **Title Commitment:** The title commitment should list the name of the Development Owner or an Affiliate as the proposed insured. The entity named as the proposed insured does not appear on the ownership charts.
   Bouldin CRE, LLC is an affiliate of Bouldin Communities, LLC. The title commitment has been revised to have the insured listed as Bouldin Communities, LLC, a member of the GP.

7. **Site Plan:** Submit a site plan that conforms to the requirements of 10 TAC §11.204(9). I don’t find the following items on the site plan: The size of the site stated, the flood plain boundaries, the location of van parking space(s), and a table showing the Common Area space on a building by building basis.
   The Site Plan has been revised to include the information requested.

8. **Site Plan:** The number of units stated on the site plan on page 114 and 115 (sheet C1.0) differ. Clarify what is correct.
   The total number of units on the Site Plan has been revised to correct the number to 48.

9. **Elevations:** Confirm that the exterior composition is typical for all sides. There appears to be a typographical error where only the left side of several building types is depicted.
   The elevations have been revised to include the exterior composition for all sides of the buildings.

10. **Elevations:** I don’t find the building height of the community center.
    The community building elevation has been revised to include the building height.

11. **Building/Unit Configuration Form:** The number of each unit type and total units do not agree with the Rent Schedule and site plan on page 114. Clarify what is correct.
    The Building Configuration form has been revised to be consistent with the Rent schedule and Site Plan data.

12. **Building/Unit Configuration Form:** The number of parking spaces does not agree with the site plan or Accessible Parking Calculation worksheet.
    The Building Configuration form has been revised to be consistent with the Site Plan and Parking form.

13. **Accessible Parking Calculation:** Two additional accessible parking spaces are required for a total of six. The calculation entered in your application form differs from the calculation when entered by staff.
    The Parking form has been revised to include the additional two units.

14. **Rent Schedule:** A description of the non-rental income was omitted.
    Form revised to indicate the non-rental income.

15. **Annual Operating Expenses:** All amounts listed as “other” require a description. Additionally, avoid using terms such as, “miscellaneous”.
    The form is revised to indicate the other and miscellaneous expenses.

16. **Schedule of Sources & Uses:** The amounts of the bridge, construction, and permanent loans do not agree with the commitment letter. Clarify which is correct and revise any appropriate exhibit(s).
    These were correct in the EXCEL version. We failed to swap out this page in the PDF version with a last minute change.
    The commitment letters are correct. The S&U has been revised to be consistent with the commitment letters.

17. **Financing Narrative:** The amounts of the bridge, construction, and permanent loans do not agree with the commitment letter.
The form has been revised to be consistent with the commitment letters.

18. Financing Narrative: The term of the permanent loan and amount of deferred developer fee stated in the Financing Narrative does not agree with the Schedule of Sources & Uses.
The form has been revised to be consistent with the commitment letters.

19. Commitment: The letter submitted regarding the amount of the deferred developer fees does not agree with the Schedule of Sources & Uses.
The form has been revised to be consistent with the commitment letter.

20. Sponsor Characteristics: I don’t find a statement that explains how the HUB will materially participation will be achieved.
The participation outline is included with this response.

21. Ownership Charts: Clarify whether the entity name of the HUB is “ARX Housing Initiative, LLC” or “ARX Housing Initiatives” and revise the appropriate exhibit(s) so that all documents agree.
The Org Chart has been revised to correct the typo on Arx Housing Initiatives, LLC.

22. Ownership Charts: Please submit a list of all Persons that have the ability to exercise Control.
The Org Chart submitted for #21 indicates the “Control” entities and persons which should be consistent with the Control Form.

23. ESA: Submit a statement that any additional assessments of the report will be performed prior to closing.
A statement is included with this request.

24. ESA: I don’t find the statement from the report provider that the preparer will not materially benefit from the Development other than by receiving a few and that the fee is not contingent upon the report’s findings.
The report has been revised to include the requested statement.

The report has been revised to include the identification numbers.

Should you need further clarification or correction, please do not hesitate to contact me.

Sincerely,

Robbye G. Meyer
Principal, Managing Member
### Site Information Form Part I

**Development Address (All Programs)**

<table>
<thead>
<tr>
<th>Address</th>
<th>Sweetwater</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>NW Georgia Avenue between Hubbard Street and Throckmorton Street</td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>Nolan</th>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>79556</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Census Tract Information (All Programs)**

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4835950400</td>
<td>26935.00</td>
<td>4q</td>
<td>23.2</td>
</tr>
</tbody>
</table>

**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))

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

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

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

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

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

**Development Site is appropriately zoned?** Yes

<table>
<thead>
<tr>
<th>Flood Zone Designation: X &amp; A</th>
<th>Zoning Designation: Central Business - H</th>
<th>Entire Development Site is outside the 100 year floodplain: No</th>
</tr>
</thead>
</table>

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

Confirm the following supporting documents are provided behind this tab.

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

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

   - **Site Control:** 6.5
   - **Site Plan:** 7.4
   - **Appraisal:** NA
   - **ESA:** 7.421

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

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

   - Site Control used estimate. Site Plan and ESA relied on the current survey with the vacated plat of Coke Street.

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:** Stanley Morris
   - **Contact Name:** Stanley Morris
   - **Address:** 904 E Broadway
   - **City:** Sweetwater
   - **State:** TX
   - **Zip:** 79556
   - **Date of Last Sale:** 3/20/2013

   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)?

   - No

   If “Yes,” please explain:

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

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

- No

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

   - **Name:**
   - **Relationship:** None

   All listed above

   - **Site Control is in the form of:**
   - **Expiration of Contract or Option:** 7/15/2020
   - **Anticipated Closing Date:** 1/15/2021

   - **Title Commitment or Title Policy** is included behind this tab (per 10 TAC §11.204(12)).

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**
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

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

Mandy Dean-Knoth
Authorized Countersignature
Stewart Title of Austin, LLC
901 S Mopac, Building III, Suite 100
Austin, TX 78746

Matt Morris
President and CEO

Denise Caffreaux
Secretary

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

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

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

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

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

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

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

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

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

1-800-729-1902

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

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

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

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

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

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time. You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

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

- Request amendment of the “area and boundary” exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner’s Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company’s other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the “area and boundary” exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to “rights of parties in possession”. If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may then decide whether you want to purchase and review a survey if a survey is not being provided to you.
- 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.
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: $120,000.00
   PROPOSED INSURED: Bouldin Communities LLC, a Texas limited liability corporation and/or its successors or assigns

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: Bouldin Communities LLC, a Texas limited liability corporation and/or its successors or assigns

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:

   Stanley A. Morris

4. Legal description of land:

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 364360

Tract 1: All of Lots 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 26, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.

Tract 2: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 26, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records.

Tract 3: All of Lots 15, 16, 171, 18, 19, 20, 21, 22, 23, and 24, and a part of Lot 14, Block 23, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records, being more particularly described by metes and bounds in Exhibit “A-1” attached hereto.

Tract 4: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, and a part of Lot 11, Block 23, of the South Side Addition to the City of Sweetwater, Texas, according to the map or plat thereof, recorded in Slide 32B, Nolan County, Texas Plat Records, and being more particularly described by metes and bounds in Exhibit “A-2” attached hereto.

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

Exhibit A-1, and Exhibit A-2
EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording date or delete this exception):

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

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner’s Policy only.)

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

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

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

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

   b) Any visible and apparent roadway or easement over or across subject property, the existence of which does not appear of record

   c) Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.

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

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

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

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.

7. The 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.

8. This property appears to be located within the boundaries of West Texas Groundwater District. Notice must be given to the proposed purchasers in accordance with the provisions of the Texas Water Code.

9. If the Proposed Insured executes a Waiver of Inspection in the approved form, an exception to "Rights of parties in possession" will be contained in the Owner's Policy when issued; however, the Proposed Insured may refuse to execute the Waiver, in which case the Company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the Company reserves the right to make additional, particular exceptions in the Policy to matters revealed by the inspection.

10. We must be furnished with a satisfactory Affidavit as to Debts and Liens, executed by the seller/borrower or his/her/their authorized representative at the time of closing. We reserve the right to make additional requirements on the basis of this Affidavit.
11. You may request amendment of the Area and Boundary Exception to read "Shortages in Area". The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for T-1R Residential Owner Policy coverage, or fifteen percent (15%) premium of the Basic Rate for T-1 Non-Residential Owner Policy coverage, and if we are provided with a satisfactory survey, pursuant to Procedural Rule P2.

12. Your Owner's Title Policy will contain this coverage and you will be charged the appropriate additional premium unless, on or before the date of closing, you advise the company in writing that you wish to decline this additional coverage.

13. The Texas Department of Insurance has approved a new Restrictions, Encroachments, Minerals Endorsement, T-19.1, to be available on Owner's Title Policies. This coverage was previously only available on Loan Policies. The T-19.1 Endorsement affords insurance against any previous violation of restrictions affecting the subject property, all rights of first refusal, all reversionary rights and any damage to the property due to future damages to the improvements because of an existing right to extract or develop minerals.

14. We will require a Premium of $5.00 be collected for the Standard Tax Exception "Company insures that standby fees, taxes, and assessments by any taxing authority for the year 2019 are not yet due and payable." (Loan Policy 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 of Austin, LLC (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Title Company

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Title Guaranty

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
Paul E. Gammill Jr. - Manager and President; Larry Molinare - Executive Vice President; Gaye Pierce - Executive Vice President and Secretary.

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:
Paul E. Gammill Jr. - Manager and President; Larry Molinare - Executive Vice President; Gaye Pierce - Executive Vice President and 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>$986.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</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>$986.00</strong></td>
</tr>
</tbody>
</table>

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(or %)</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>(or %)</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>(or %)</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.*
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE ___________________________________________ DATE __________________________
Stewart Title Guaranty Company 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. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. 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.

<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
# PROJECT SUMMARY SHEET

## SWEETWATER SPRINGS
Sweetwater, Texas

### BUILDING LABEL

<table>
<thead>
<tr>
<th>BUILDING LABEL</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL # OF RESIDENTIAL BUILDINGS</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

### NUMBER OF STORIES

| NUMBER OF BUILDINGS | 1 | 1 | 1 | 1 | 1 |
| TOTAL # OF UNITS | 1 |

### UNIT TYPE

<table>
<thead>
<tr>
<th>UNIT 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>
<tr>
<td>ACC. 1-BR</td>
<td>1</td>
<td>1</td>
<td>878</td>
<td>0</td>
<td>0</td>
<td>878</td>
</tr>
<tr>
<td>TYP. 1-BR</td>
<td>1</td>
<td>1</td>
<td>878</td>
<td>0</td>
<td>0</td>
<td>878</td>
</tr>
<tr>
<td>ACC. 2-BR</td>
<td>2</td>
<td>2</td>
<td>1086</td>
<td>0</td>
<td>0</td>
<td>1,086</td>
</tr>
<tr>
<td>A/V 2-BR</td>
<td>2</td>
<td>2</td>
<td>1086</td>
<td>1</td>
<td>0</td>
<td>1,086</td>
</tr>
<tr>
<td>TYP. 2-BR</td>
<td>2</td>
<td>2</td>
<td>1086</td>
<td>3</td>
<td>4</td>
<td>30,408</td>
</tr>
<tr>
<td>ACC. 3-BR</td>
<td>3</td>
<td>2</td>
<td>1296</td>
<td>0</td>
<td>0</td>
<td>1,296</td>
</tr>
<tr>
<td>TYP. 3-BR</td>
<td>3</td>
<td>2</td>
<td>1296</td>
<td>4</td>
<td>2</td>
<td>11,664</td>
</tr>
</tbody>
</table>

### TOTAL UNITS PER BLDG

| TOTAL UNITS PER BLDG | B | B | 12 | 12 | 8 |
| TOTAL NRA = 48 | 52,564 |

### RESIDENTIAL BUILDING COMMON AREA

| RESIDENTIAL BUILDING COMMON AREA | 1516 SF | 1562 SF | 2168 SF | 2185 SF | 1212 SF |

### COMMUNITY BUILDING COMMON AREA

| COMMUNITY BUILDING COMMON AREA | 2342 SF |

APRIL 2019
1. The engineer has researched codes, ordinances, and other development requirements of local government, including fire, with jurisdiction over the site, and verified that the site plan conforms to all applicable zoning, site development, and building code ordnances. Actual submission to, or review by a local government, including fire, is not required.

2. There are no known variances that will be required for this project.

3. Dimensions are to face of curb. Radii are to face of curb, or center of striping unless noted otherwise.

4. Contractor shall refer to architectural plans for exact locations and dimensions of building exit porches, ramps, sidewalks, downspouts, and other appurtenances which are connected to the building, precise building dimensions, and exact building utility locations.

5. Contractor shall refer to electrical plans for types of light fixtures and conduit routing.

6. Contractor shall provide fire lane striping as per governing entity.

7. Existing topographic information was taken from Google Earth elevation data and no warranty is made as to its accuracy.

8. The minimum horizontal separation between parallel water and sewer lines is ten (10) feet, and the minimum vertical separation between crossing water and sewer lines is eighteen (18) inches.

9. Proposed finish floor elevations are preliminary and were developed for approximate earthwork quantities.

10. A portion of this property lies within Zone A per flood insurance rate map No. 4805020005C, effective date June 19, 1989.
No deficiency issued for floor plans and confirmed with application no change made to these.
No deficiency issued for floor plans and confirmed with application no change made to these.
SWEETWATER SPRINGS
Sweetwater, Texas

BUILDING "C"

No deficiency issued for floor plans and confirmed with application no change made to these.
BUILDING "D"

SWEETWATER SPRINGS
Sweetwater, Texas

No deficiency issued for floor plans and confirmed with application no change made to these.
BUILDING "E"

SWEETWATER SPRINGS
Sweetwater, Texas

No deficiency issued for
floor plans and confirmed
with application no
change made to these.
No deficiency issued for unit plans and confirmed with applicant no changes made.
No deficiency issued for unit plans and confirmed with applicant no changes made.
No deficiency issued for unit plans and confirmed with applicant no changes made.
No deficiency issued for unit plans and confirmed with applicant no changes made.
No deficiency issued for unit plans and confirmed with applicant no changes made.
BUILDING B - ELEVATIONS

FRONT ELEVATION

LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

ARCHITECTURAL SINGLES (TYP.)

RIDGE VENT (TYP.)

FIBER CEMENT HARDI SIDING (TYP.)

VINYL RAILINGS (TYP.)

SIMULATED STONE VENEER (TYP.)

ARCHITECTURAL SINGLES (TYP.)

ARCHITECTURAL SINGLES (TYP.)

SCALE: 1/32" = 1'-0"
BUILDING C - ELEVATIONS

SWEETWATER SPRINGS
Sweetwater, Texas
FRONT ELEVATION
(REAR SIMILAR)

LEFT SIDE ELEVATION
(RIGHT SIDE SIMILAR)

BUILDING D - ELEVATIONS

SCALE: 1/32" = 1'-0"

APRIL 2019

SWEETWATER SPRINGS
Sweetwater, Texas
BUILDING E - ELEVATIONS

FRONT ELEVATION
(REAR SIMILAR)

LEFT SIDE ELEVATION
(RIGHT SIDE SIMILAR)

ARCHITECTURAL SINGLES (TYP)
RIDGE VENT (TYP)
SIMULATED STONE VENEER (TYP)
FIBER CEMENT SIDING (TYP)
VINYL RAILING (TYP)

SWEETWATER SPRINGS
Sweetwater, Texas
COMMUNITY BUILDING - ELEVATIONS

Front Elevation

Left Elevation

Right Side Elevation

Rear Elevation

ARCHITECTURAL SINGLES (TYP)
STONE VENEER (TYP)
FIBER CEMENT HARD SIDING (TYP)
PVC COLUMN
**SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION**

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

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

**Development will have:**

- 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
- 107
- Uncovered Spaces
- Structured Parking Garage Spaces

**Floor Composition/Wall Height:**

- 100%
- Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other
- Describe:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acc1</td>
<td>1 1 878</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Typ1</td>
<td>1 1 878</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Acc2</td>
<td>2 2 1,086</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Av2</td>
<td>2 2 1,086</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Typ2</td>
<td>2 2 1,086</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Acc3</td>
<td>3 2 1,296</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Typ3</td>
<td>3 2 1,296</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>52,564</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

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

- Net Rentable Square Footage from Rent Schedule: 52,564

**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: 3,600

The lesser of these two numbers added to NRA: 52,564

If a revised form is submitted, date of submission: 4/2/2019
Accessible Parking Calculation

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

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


Accessible Parking for Facilities and Amenities

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

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Office / Community Building</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 1
### Accessible Parking for Residential Units

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

**Enter the information indicated below.**

<table>
<thead>
<tr>
<th>Category</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>48</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>107</td>
</tr>
<tr>
<td>Total carports:</td>
<td>0</td>
</tr>
<tr>
<td>Total garages:</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td></td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>107</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>106</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>3</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>58</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<td>6</td>
</tr>
</tbody>
</table>

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

**Distribution of APSs Among the Various Types of Parking**

<table>
<thead>
<tr>
<th>Category</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>6</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

**APSs that Must Be Van Spaces**

<table>
<thead>
<tr>
<th>Category</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Van APSs required, including all types of spaces:</td>
<td>1</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>1</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

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

**Signature**

M. Randall Porter

**Date:**

4/2/2019

**Printed Name**

M. Randall Porter

**Firm Name (if applicable)**

Wallace Architects, LLC
<table>
<thead>
<tr>
<th>Program</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th>Unit Size</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected / Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>878</td>
<td>7,024</td>
<td>102</td>
<td>555</td>
<td>4,440</td>
</tr>
<tr>
<td>MR</td>
<td>27</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>29,322</td>
<td>789</td>
<td>134</td>
<td>17,685</td>
</tr>
<tr>
<td>TC 60%</td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>3,258</td>
<td>700</td>
<td>700</td>
<td>2,100</td>
</tr>
<tr>
<td>MR</td>
<td>8</td>
<td>3</td>
<td>2.0</td>
<td>1296</td>
<td>10,368</td>
<td>911</td>
<td>167</td>
<td>5,952</td>
</tr>
<tr>
<td>TC 60%</td>
<td>2</td>
<td>3</td>
<td>2.0</td>
<td>1296</td>
<td>2,592</td>
<td>937</td>
<td>937</td>
<td>1,874</td>
</tr>
</tbody>
</table>

Non Rental Income $9.88 per unit/month for: 474

- Total Nonrental Income: $9.88 per unit/month for: 474

- Provision for Vacancy & Collection Loss % of potential gross income: 7.50% (2,439)

- Rental Concessions (enter as a negative number)

- Effective Gross Monthly Income

- Effective Gross Annual Income

If a revised form is submitted, date of submission: 4/1/2019
### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$4,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$2,500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,800</td>
</tr>
<tr>
<td>Telephone</td>
<td>$1,200</td>
</tr>
<tr>
<td>Other</td>
<td>$2,000</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$15,800</strong></td>
</tr>
</tbody>
</table>

### Management Fee

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Effective Gross Income</td>
<td>6.00%</td>
</tr>
<tr>
<td><strong>Management Fee:</strong></td>
<td><strong>$21,662</strong></td>
</tr>
</tbody>
</table>

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$17,472</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$14,560</td>
</tr>
<tr>
<td><strong>Payroll tax and fidelity bond</strong></td>
<td>$3,363</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$35,395</strong></td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$8,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$4,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$13,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Community building supplies</strong></td>
<td>$1,500</td>
</tr>
<tr>
<td>Other</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$30,000</strong></td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$9,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$4,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$38,400</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Fire alarm</strong></td>
<td>$3,600</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$55,000</strong></td>
</tr>
</tbody>
</table>

### Annual Property Insurance

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate per net rentable square foot</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0.34</td>
</tr>
<tr>
<td><strong>Annual Property Insurance:</strong></td>
<td><strong>$18,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Property Taxes

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate:</td>
<td>9.00%</td>
</tr>
<tr>
<td>Source: previous TDHCA app</td>
<td></td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$38,635</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$38,635</strong></td>
</tr>
</tbody>
</table>

### Reserve for Replacements

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Reserve for Replacements:</strong></td>
<td><strong>$12,000</strong></td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$1,000</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$1,920</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$2,920</strong></td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$2,920</strong></td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Expense per unit:</th>
<th>Expense to Income Ratio:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$4779</td>
<td>63.54%</td>
</tr>
</tbody>
</table>

### NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Debt Service:</strong></td>
<td><strong>$131,618</strong></td>
</tr>
</tbody>
</table>

### Annual Debt Service

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perm Lender</td>
<td>$108,842</td>
</tr>
<tr>
<td><strong>TDHCA Bond-Issuer Admin Fee (0.10%)</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL DEBT SERVICE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Debt Coverage Ratio:</strong></td>
<td>1.21</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL DEBT SERVICE:</strong></td>
<td><strong>$108,842</strong></td>
</tr>
</tbody>
</table>

### NET CASH FLOW

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Cash Flow:</strong></td>
<td><strong>$22,776</strong></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [Blank]

4/1/2019
### 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Lien Position</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Regions</td>
<td>Conventional Loan</td>
<td>$4,820,000</td>
<td>5.50%</td>
</tr>
<tr>
<td>Regions</td>
<td>Conventional Loan</td>
<td>$1,435,000</td>
<td>6.50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regions</td>
<td>HTC</td>
<td>$900,000</td>
<td>$1,547,845</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$7,739,226</td>
<td>0.86</td>
</tr>
<tr>
<td>Grant</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Deferred Developer Fee</td>
<td>$1,450,113</td>
<td>$78,732</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$9,252,958</td>
<td>$9,252,958</td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$9,252,958</td>
<td>$9,252,958</td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

The General Partner will raise construction/permanent financing with Regions through a conventional loan with a 6.50% rate, 15-year term, and a 30-year amortization period. Regions as Equity LP will provide equity at $0.86 cents contributing $7,739,226. The owner will contribute $78,732 in deferred dev fees that will be repaid through available cashflow. Regions will provide a bridge that can be used to supplement cash requirements during construction.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

The General Partner shall establish and maintain the Replacement Reserve to provide for working capital needs, improvements, replacements and any other contingencies of the Partnership as required by the Lenders and/or any Agency.

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.

Gross Operating Revenues will be derived from actual monthly collections from the customary operations of the Apartment Complex, including, but not limited to, any and all of the following: (i) rent paid by tenants; (ii) public subsidy payments from tenant based housing vouchers which are actually paid during such period; (iii) late charges and NSF fees paid by tenants; (iv) rents and receipts from vending machines; and (v) earnings on the Replacement Reserve, Operating Reserve or other reserves, accounts and investments of the Partnership. There is no project based assistance or operating subsidy included in operating income.

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.

C. Reed Dolihite

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: 205-264-4017

Email address: reed.dolihite@regions.com

If a revised form is submitted, date of submission: 

March 1, 2019

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P O Box 13941
Austin, TX 78711

Re: Application 19368 Sweetwater Springs

Dear Ms. Holloway:

BOCHI 2019 Sweetwater, LP, as the Owner-Applicant is aware of and hereby acknowledges the $78,732 of the Developer Fee owed to the Developers for Sweetwater Springs shall be deferred.

The terms of the deferred developer fee shall be: a 15-year term and loaned at zero percent (0%) interest. Payments shall be repaid from available cash flow with the balance due at the end of the term.

Yours truly,

BOCHI 2019 Sweetwater, LP

By: BOCHI 2019 Sweetwater GP, LLC
By: Bouldin Communities, LLC
Its: General Partner

By: ____________________________
    Jeff Markey
HUB Participation

Arx Housing Initiatives, LLC (“Arx”), the Historically Underutilized Business (HUB) partner of Sweetwater Springs will materially participate in the development and operations in the following manner:

1. APPLICATION
   a. Site selection
   b. Pre-Application and Full Application completion and submission
   c. Financial and lender review and selection
   d. Post award documentation completion and submission

2. CONSTRUCTION
   a. Participation in finance documents
   b. Participation with Management Agent on preparation and lease up comments
   c. Interaction with TDHCA on closing and due diligence, and with equity partner and lenders
   d. Review and feedback on plans and specs
   e. Periodic on-site inspections during construction
   f. Comment on closing documents and process

3. OPERATIONS
   a. Review of monthly operating and leasing data, comments when appropriate
   b. Asset and Management Review participation
   c. Participation and review in TDHCA compliance, equity partner compliance, and inspections
   d. Input and review of annual budget and audit
   e. Partner meetings, agenda review and participation
   f. Quarterly site visits and input

4. PARTNERSHIP RESPONSIBILITIES
   a. Assist in identifying and responding to structural, community, and operational issues
   b. Trouble shooting and strategy resolution participation when necessary
   c. General asset oversight participation

In addition to the above involvement, Arx will work closely with the management company, overseeing lease-up activities. Arx will physically visit the site frequently during lease up to review rent roles and, if necessary, to participate in marketing activities. Arx will be at the site no less than 4 times a year after stabilization, and more frequently, if necessary.
Sweetwater Springs
Owner Structure

BOCHI 2019 Sweetwater, LP
a Texas limited partnership
formed ____________ (TBD)

0.01% GENERAL PARTNER
BOCHI 2019 Sweetwater GP, LLC
a Texas limited liability company
Formed ____________ (TBD)

99.99% INVESTOR LIMITED PARTNER
TBD

40% MEMBER
Bouldin Communities, LLC
a Texas limited liability company
Formed 12/8/2017
(Control)

Member
Todd Erickson
50%
(Control)

Member
Jeff Markey
50%
(Control)

40% MEMBER
Olympia Construction, Inc.
an Alabama corporation
Formed 6/16/1989
(Control)

Member
Jeff Beaver
51%
(Control)

Member
Ralph Fullerton
49%
(Control)

20% MEMBER
Arx Housing Initiatives, LLC
a Texas limited liability company
Formed 6/27/2014

Member
Robbye G. Meyer
100%
Sweetwater Springs
Organizational Structure—Developers
April 4, 2019

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P O Box 13941
Austin, TX 78711

Re: Application 19368 Sweetwater Springs

Dear Ms. Holloway:

    BOCHI 2019 Sweetwater, LP, as the Owner-Applicant hereby acknowledges the additional recommended services summarized in Section 8 of the ESA Phase 1 and will comply with the recommendations prior to closing.

Yours truly,

BOCHI 2019 Sweetwater, LP

By: BOCHI 2019 Sweetwater GP, LLC
By: Bouldin Communities, LLC
Its: General Partner

By: ________________________________________

Jeff Markey
Phase I Environmental Site Assessment Report

February 25, 2019

Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556
Trileaf # 648719

Prepared For:
Bouldin Communities, LLC
3801 N Capitol of Texas Highway
Austin, Texas 78746

Prepared By:
Trileaf Corporation
10845 Olive Blvd, Suite 260
St. Louis, Missouri 63141
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1. SUMMARY

This report presents the results of a Phase I Environmental Site Assessment (ESA) conducted by Trileaf Corporation (Trileaf) of the property currently owned by Stanley A. Morris at 1801 Hubbard Street, Sweetwater, Nolan County, Texas 79556. Specifically, the ‘Property’ hereinafter refers to the area referenced in Appendix 9.2. The Property and immediate surrounding area were evaluated for this report. This study was initiated by Bouldin Communities, LLC, hereinafter referred to as ‘User’, to investigate potential environmental concerns at the Property. This study was conducted by Trileaf, 10845 Olive Blvd, Suite 260, St. Louis, Missouri 63141, for the User, Bouldin Communities, LLC.

The Property is comprised of nine (9) vacant lots comprising approximately 7.421 acres of unimproved land which has no current use.

Trileaf has performed a Phase I ESA in conformance with the scope and limitations of ASTM E1527-13 of the Property. Exceptions to, or deletions from, this practice are described in Section 2.4 of this report. Trileaf hereby certifies that they will not materially benefit from development at this Property other than the fee required for preparation of the report, and the fee itself is not contingent upon the findings herein.

This assessment has revealed no evidence of Recognized Environmental Conditions (RECs) in connection with the Property. It is the opinion of Trileaf that no additional investigation is warranted at this time.

These conclusions are based on the review of available historical information, regulatory records, site reconnaissance, and interviews when possible. These conclusions are not subject to environmental concerns or contamination that is hidden, unpublished, or otherwise undiscoverable using standard ASTM E1527-13 Phase I ESA methodology.

This section is only a brief summary of the findings and does not represent a detailed summary of the information gathered in the preparation of this report. The report should be reviewed in its entirety to fully understand environmental conditions associated with the Property.

2. INTRODUCTION

2.1 Purpose

The purpose of this assessment is to identify RECs, including Controlled RECs (CRECs) associated with the Property and establish bona fide prospective purchaser liability protection and contiguous property owner liability protection in relation to the Property. ASTM E1527-13 defines the term “recognized environmental condition” as:

“...the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment...”

ASTM E1527-13 defines the term “controlled recognized environmental condition” as:

“...a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory
authority...with hazardous substances allowed to remain in place subject to the implementation of required controls...”

In addition, this assessment summarizes Historical RECs (HRECs) associated with the Property. ASTM E1527-13 defines the term “historical recognized environmental condition” as:

“...a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls...”

Finally, ASTM E1527-13 defines the term “business environmental risk” (BER) as:

“...a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice.”

2.2 Detailed Scope-of-Services

On February 14, 2019, Bouldin Communities, LLC contracted with Trileaf to conduct a standard Phase I ESA for the Property. Trileaf performed the following services:

- Site reconnaissance
- Records review of federal and state databases
- Review of previous environmental reports (when available)
- Interviews (where possible) and review of government records
- Review of historical topographic maps
- Review of historical aerial photographs
- Review of historical Sanborn fire insurance maps (when available)
- Review of city directories (when available)

The most recent U.S. Geological Survey topographic map is included in Appendix 9.1. A site plan is also included in Appendix 9.2. Available historical resources date back to 1893.

2.3 Significant Assumptions

It is assumed that the direction of surface water flow in the vicinity of the Property approximates the direction of subsurface shallow groundwater flow in lieu of additional local shallow groundwater information; however, localized geologic characteristics and other subsurface conditions could alter the normally expected shallow groundwater flow direction. In order to more accurately determine the direction of local groundwater flow, subsurface water table measurements would be required.
2.4 Data Gaps, Limiting Conditions, Deviations, Deletions, and Exceptions

The information presented in this report is compiled from a variety of sources over which Trileaf has neither affiliation nor control. Although these sources are considered reliable, no environmental site assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with the Property. Performance of the ASTM standard Phase I practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property.

This Phase I ESA is subject to the following data gaps, limiting conditions, deviations, deletions, and exceptions:

- Some historical records reviewed were not readily available in five-year intervals. Although topographic maps date to the late 1800s, the use of the Property is not clear due to scale of the map, and the first available aerial photograph (dated 1954) depicts the Property as unimproved land with no apparent use. Based on the overall findings of this Phase I ESA, Trileaf determined the data failures encountered do not represent significant data gaps that would inhibit Trileaf’s ability to identify RECs for the Property.

- Per the scope of this assessment, Trileaf did not perform land title or lien records research for the Property and chain-of-title or environmental lien research was not requested or provided by the User.

It is Trileaf’s opinion that none of the above-mentioned data failures, data gaps, limiting conditions, deviations, deletions, and exceptions have significantly affected Trileaf’s ability to identify RECs in connection with the Property.

2.5 Special Terms and Conditions

There were no special terms or conditions involved with this assessment.

2.6 User Reliance

This report may be relied upon by Bouldin Communities, LLC and the Texas Department of Housing and Community Affairs (TDHCA) only. Reliance on this document by any other party is forbidden without the express written consent of Trileaf in the form of a signed Reliance Letter and that party’s acceptance of mutually agreeable terms and conditions. Use of this report for purposes beyond those reasonably intended by Bouldin Communities, LLC and Trileaf will be at the sole risk of the unintended user. It should be noted that, per TDHCA requirements in 42T(a) – General Provisions, 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.

This report is based on the best current available information and prepared in accordance with generally accepted practices in the field of environmental consulting. Trileaf is not responsible for independent conclusions or recommendations made by others based on the data presented in this report.
2.7 Location and Legal Description

The Property consists of nine (9) contiguous parcels totaling approximately 7.421 acres, and is located at 1801 Hubbard Street, Sweetwater, Nolan County, Texas 79556. According to the Nolan County Appraisal District, the Property is comprised of parcel identification numbers 31260 (totaling 1.671 acres), 31261 (totaling 1.671 acres), 31297 (totaling 0.161 acres), 31298 (totaling 1.286 acres), 31299 (totaling 0.161 acres), 31306 (totaling 0.482 acres), 31305 (totaling 0.161 acres), 31304 (totaling 0.643 acres), and 31303 (totaling 0.161 acres), out of Abstract 722, T&P RR CO, South Side Addition to Sweetwater, Nolan County, Texas. The legal description of the Property, per the User, is “NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas”. The Property is located at approximately Latitude 32° 26’ 56.77” north and Longitude 100° 24’ 34.45” west. The Property location is indicated on a Site Vicinity Map included in Appendix 9.1, and Nolan County plats depicting the parcels are included in Appendix 9.2.

3. USER PROVIDED INFORMATION

3.1 User Questionnaire

Trileaf reviewed the All Appropriate Inquiries (AAI) User Questionnaire prepared by Mr. Jeff Markey of Bouldin Communities, LLC (lending institution). Based upon this review, Mr. Markey had no specialized knowledge of environmental clean-up liens or activity and use limitations. In addition, Mr. Markey, had no knowledge pertaining to the storage of chemicals, spills, environmental clean-ups, or contamination that might have resulted in the degradation of the environmental quality of the Property. A copy of the AAI User Questionnaire is provided in Appendix 9.7.

3.2 Title Records

Per the scope of this assessment, Trileaf did not perform land title or lien records research for the Property and chain-of-title or environmental lien research was not requested or provided by the User.

3.3 Environmental Liens or Activity and Use Limitations

The User stated that there were no known environmental liens or activity and use limitations on the Property, but did not provide any supporting documentation.

3.4 Specialized Knowledge

Specialized knowledge or experience material to identifying RECs in connection with the Property were not reported to Trileaf.
3.5 Valuation Reduction for Environmental Issues

Information regarding actual knowledge of valuation reduction associated with environmental issues for the Property was not reported to Trileaf.

3.6 Commonly Known or Reasonably Ascertainable Information

The User did not report any commonly known reasonably ascertainable information within the local community about the property that is material to RECs in connection with the property. ASTM E1527-13 defines the term “reasonably ascertainable” as “information that is: (1) publicly available; (2) obtainable from its source within reasonable time and cost constraints; and (3) practically reviewable.”

3.7 Owner, Property Manager, and Occupant Information

The Property is currently owned by Stanley A. Morris. A Property manager was not reported to Trileaf. There are no residential occupants associated with the Property.

3.8 Reason for Performing the Phase I

The User requested a Phase I ESA in order to investigate potential environmental concerns at the Property and to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner or bona fide prospective purchaser limitations on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability.

3.9 Previous Reports and Documentation

No previous environmental reports concerning the Property were made available to Trileaf.

4. RECORDS REVIEW

4.1 Physical Setting Sources

4.1.1 U.S. Geological Survey 7.5 Minute Series Topographic Map

The EDR GeoCheck Physical Setting Source (PSS) Addendum, contained within the radius search report, was used as the primary source for the following information. Other maps, including but not limited to regional topographical maps, geological maps, and U.S. Geological Survey well maps, were also reviewed.

4.1.2 Topography

To evaluate site topography, Trileaf reviewed the 7.5-minute U.S. Geological Survey Topographic Map – Sweetwater, Texas Quadrangle, dated 2016. The Property is mapped at approximately 2,196 feet above mean sea level (AMSL). The map indicates that the Property is located on the southwestern outskirts of the city of Sweetwater, within a mixed-use area. The Property is gently sloped, sloping toward the south-southwest; therefore, surface water runoff from the site would likely flow toward the south-southwest.
4.1.3 Geology

According to the U.S. Department of Agriculture Soil Conservation Service, surficial material on the Property is designated as Woodward. Woodward soils have moderate infiltration rates, and are well drained. A typical profile of a Woodward soil consists of loam from 0 to 8-inches, loam from 7 to 31-inches, and bedrock from 31 to 53-inches, subsurface.

Based on a review of the *Geologic Atlas of Texas, Big Spring Sheet* (revised 1994), obtained from the U.S. Geological Survey, the Property is underlain by the Quartermaster Formation of the Permian Age, consisting of interbedded shale, siltstone, sandstone, gypsum, and dolomite.

4.1.4 Hydrology

Trileaf observed no surface waters on the Property. Other than storm sewers and local storm drains along the roadsides, the dominant surface water features in the area of the Property are an intermittent streambed which originates on the Property, based on review of the National Wetlands Inventory (NWI) map for the Property locale, an unnamed creek, located approximately 0.65 miles southwest of the Property, and Sweetwater Creek, located approximately 1.62 miles south of the Property. The streambed sourced from the Property carries stormwater to the southwest for approximately 0.4 miles and then extends to the southeast for approximately 0.5 miles.

Based on the information provided in the regulatory records report (which is sourced from the NWI), there are no national wetlands located on or adjacent to the Property.

Based on the location of the intermittent streambed, unnamed creek, and Sweetwater Creek, and based on the assumption that shallow groundwater flow often mimics local surface topography, the near surface groundwater flow direction at the site is assumed to be toward the southwest. In order to more accurately determine the direction of local groundwater flow, groundwater potentiometric surface measurements would be required.

According to EDR’s PSS Addendum map, there are no water wells located within 0.5 miles of the Property. Information obtained from the Texas Water Development Board online database suggests that depth to shallow groundwater in the surrounding area (beyond 0.5 miles) ranges from 20 to 90 feet.

4.2 Standard Environmental Record Sources

4.2.1 Environmental Database Search Summary

Trileaf reviewed an environmental database search dated February 14, 2019. The environmental database search meets the government records search requirements of ASTM E1527-13 for Environmental Site Assessments. The relevant portions of the search is summarized in this section. A table of the total number of sites in each respective category can be found in the report in Appendix 9.5.

The Property is not listed in any of the federal or state databases referenced in the environmental database search.

For detailed descriptions of the databases referenced below, please refer to the database descriptions in the environmental database search report included in Appendix 9.5. Table 4.2.2...
presents a summary of the relevant information obtained from the environmental database search report. It should be noted that additional listings may appear in Section 4.2.2 if they are affiliated with another listing with a larger search radius.

### 4.2.2 Environmental Database Sites Summary

<table>
<thead>
<tr>
<th>Database</th>
<th>Site Name</th>
<th>Approximate Distance (feet or miles) from Property and Direction / Gradient</th>
<th>Regulatory Status</th>
<th>Site Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>UST</td>
<td>Texas Dept of Public Safety 600 NW Georgia Ave</td>
<td>0.197 E / Crossgradient</td>
<td>Status: Removed</td>
<td>No Environmental Concern at this time This record is for one (1) 2,000-gallon gasoline UST that was installed on January 1, 1981, and was removed from the ground on October 27, 1998. No releases are reported. Due to the distance of the site, its location crossgradient to the Property, and the removal of the UST, this site should not pose an environmental concern to the Property at this time.</td>
</tr>
<tr>
<td>LPST UST</td>
<td>Farris Thompson Construction Bradford LN &amp; Robert</td>
<td>0.262 SSW / Downgradient</td>
<td>LUST: closed UST: removed</td>
<td>No Environmental Concern at this time This record is for an LPST and UST facility. On January 1, 1966, one (1) 1,000-gallon capacity diesel UST and one (1) 1,000-gallon gasoline UST were installed. Each was removed on August 31, 1991. On April 23, 1991, a release was identified, and a cleanup was conducted. The corrective action case was closed on October 9, 2000. Due to the distance of the site, its location downgradient, the closure of the corrective action case, and the removal of the tanks from the ground, this site should not pose an environmental concern to the Property at this time.</td>
</tr>
<tr>
<td>LPST UST</td>
<td>Exxon RAS 6 3823 100 NW Georgia Ave</td>
<td>0.406 E / Crossgradient</td>
<td>LUST: closed USTs: 4 active; 1 temp out of use</td>
<td>No Environmental Concern at this time This record is for an LPST and UST facility. On January 1, 1985, three (3) 10,000-gallon gasoline USTs, one (1) 10,000-gallon diesel UST, and one 500-gallon UST of unspecified use were installed. Each of the 10,000-gallon USTs is in use. The 500-gallon UST was</td>
</tr>
</tbody>
</table>
Table 4.2.2. Environmental Database Sites Summary

<table>
<thead>
<tr>
<th>Database</th>
<th>Site Name</th>
<th>Approximate Distance (feet or miles) from Property and Direction / Gradient</th>
<th>Regulatory Status</th>
<th>Site Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>placed temporarily out of use on December 1, 1994. On January 4, 1991, a release was identified. A cleanup was conducted, and the corrective action case was closed. Due to the distance of the site, its location crossgradient, and the closure of the corrective action case, this site should not pose an environmental concern to the Property at this time.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.2.3 Orphan Sites

In addition, Trileaf reviewed the list of “orphan” sites – sites that were unable to be mapped – and found a total of zero orphan sites identified in the regulatory records. Trileaf reviewed site information and found that no orphan sites pose an environmental concern to the Property. A listing of any orphan sites is included in Appendix 9.5.

4.2.4 Additional Records Review

Neither the Property nor adjacent parcels were listed in the regulatory records; therefore, it is the opinion of Trileaf that an in-person regulatory file review is unnecessary for the purpose of this assessment.

On February 20, 2019, Trileaf searched the Texas Commission on Environmental Quality online Central Registry database for the Property and surrounding area and found no records which pose an environmental concern to the Property based upon their location and/or regulatory status.

4.3 Historical Use Information on the Property

The past use of the Property is summarized in the following table.

Table 4.3. Historical Property Use Summary

<table>
<thead>
<tr>
<th>Date(s)</th>
<th>Source(s)</th>
<th>Property Use(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1893 – Present</td>
<td>Historical aerial photographs, historical topographic maps, owner interview, historical city directories, site reconnaissance</td>
<td>No development depicted</td>
</tr>
</tbody>
</table>

Historical sources reveal no development or uses of the Property. The bulk of the acreage has historically been and remains scrub brush, tall grass, old mesquite trees and prickly pear cactus. See also Appendix 9.4.
Review of historical sources did not identify adverse environmental conditions associated with the Property or adjoining properties. Though historical records show that an automotive dealership (as noted in Table 4.4) existed to the southeast beginning in the mid-1980s, there are no associated UST listings or other regulatory listings which indicate that petroleum storage tanks or other usage/storage/disposal of large quantities of petroleum or hazardous substances occurred there. A single small above-ground storage tank (AST) was observed during the site reconnaissance, as noted in Section 5.3.1.3. As such, it is not an environmental concern at this time. Based upon this historical review, Trileaf found no data gaps that significantly affected Trileaf’s ability to identify RECs associated with the Property.

### 4.4 Historical Use Information on Adjoining Properties

The past use of the adjoining properties is summarized in the following table.

<table>
<thead>
<tr>
<th>Date(s)</th>
<th>Source(s)</th>
<th>Property Use(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Northwest</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1893</td>
<td>Historical topographic map</td>
<td>No development or roads depicted</td>
</tr>
<tr>
<td>1954 – Present</td>
<td>Historical aerial photograph, historical topographic maps, historical city directories, site reconnaissance</td>
<td>No development depicted followed by a house followed by Arizona Avenue followed by a residential neighborhood and elevated water tank</td>
</tr>
<tr>
<td><strong>Northeast</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1893</td>
<td>Historical topographic map</td>
<td>No development or roads depicted</td>
</tr>
<tr>
<td>1954 – Present</td>
<td>Historical topographic maps, historical city directories, maps, site reconnaissance</td>
<td>No development depicted</td>
</tr>
<tr>
<td><strong>Southeast</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1893 - 1954</td>
<td>Historical topographic map, historical aerial photograph</td>
<td>No development or roads depicted</td>
</tr>
<tr>
<td>1966 - 1971</td>
<td>Historical aerial photographs, historical topographic maps</td>
<td>Undeveloped land followed by Georgia Avenue and Interstate Highway 20 followed by undeveloped land</td>
</tr>
<tr>
<td>1984 – 2008</td>
<td>Historical aerial photographs, historical city directories, owner interview</td>
<td>Undeveloped land and an auto dealership followed by Georgia Avenue and Interstate Highway 20 followed by a hotel,</td>
</tr>
</tbody>
</table>
## Table 4.4. Historical Adjoining Property Use Summary

<table>
<thead>
<tr>
<th>Date(s)</th>
<th>Source(s)</th>
<th>Property Use(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012 - Present</td>
<td>Historical aerial photographs, historical city directories, owner interview</td>
<td>Undeveloped land and a vacated auto dealership followed by Georgia Avenue and Interstate Highway 20 followed by a hotel, undeveloped land and a trailer park</td>
</tr>
</tbody>
</table>

Southwest

<table>
<thead>
<tr>
<th>Date(s)</th>
<th>Source(s)</th>
<th>Property Use(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1893 - 1954</td>
<td>Historical topographic map, historical aerial photograph</td>
<td>No development or roads depicted</td>
</tr>
<tr>
<td>1966 – 2005</td>
<td>Historical aerial photographs, historical topographic maps, historical city directories</td>
<td>Hubbard Street followed by a house and undeveloped land followed by Georgia Avenue and Interstate Highway 20, followed by a house and undeveloped land</td>
</tr>
<tr>
<td>2008 - Present</td>
<td>Historical aerial photographs, historical topographic maps, historical city directories, site reconnaissance</td>
<td>Hubbard Street followed by a former house site and undeveloped land followed by Georgia Avenue and Interstate Highway 20, followed by houses and undeveloped land</td>
</tr>
</tbody>
</table>

The first identified use of property in the surrounding area is residential use. With the exception of a vacated auto dealership located on east-adjointing property, properties in the surrounding area are primarily vacant lots or the sites of houses. See also Appendix 9.4.

### 5. SITE RECONNAISSANCE

#### 5.1 Methodology

The site reconnaissance included a walkover and examination of the Property and the adjacent properties. On February 20, 2019, Mr. Jesse Alegria of Trileaf conducted a site reconnaissance of the Property. Mr. Alegria walked around the perimeter of the Property and traversed it, systematically inspecting the Property. Both accessibility and visibility were sufficient to complete a thorough survey. Observations of the Property and the adjoining properties were made from within the Property boundaries, and photographs were taken. Photographic documentation is included in Appendix 9.3.
5.2 General Site Setting

The Property is approximately 7.421 acres in area at approximately 2,196 feet AMSL. The Property is located in a rural, largely residential area of Nolan County, Texas. The Property is located on gently sloping land with no ravines or ditches. Based on review of topographic maps and a National Wetlands Inventory map, an intermittent streambed is located on the Property. No bedrock outcrops or sinkholes were noted in the area. Surface drainage is generally toward the south-southwest.

5.3 Property Development and Use

The Property currently consists of approximately 7.421-acres of unimproved, brush-covered lots. The Property is owned by Stanley A. Morris and has no apparent use.

5.3.1 Interior and Exterior Observations

<table>
<thead>
<tr>
<th>Feature</th>
<th>Observed on or near Property</th>
<th>Comment(s) in Section</th>
<th>Environmental Concern</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buried Debris, Debris Piles, and/or Evidence of Dumping</td>
<td>Yes</td>
<td>5.3.1.6</td>
<td>No</td>
</tr>
<tr>
<td>Controlled Substances Production</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Drains (other than sanitary waste drains such as sinks, showers, and toilets)</td>
<td>Yes</td>
<td>5.3.1.6</td>
<td>No</td>
</tr>
<tr>
<td>Drums and Chemical Containers (capacity greater than 5 gallons)</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Drywells, Retention Basins, Stormwater Drains, or Other Stormwater Features</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Fill Material</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Generation, Storage, and/or Disposal of Hazardous Waste</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Heating and Cooling Systems</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>High-Voltage Electrical Transmission Lines</td>
<td>No</td>
<td>--</td>
<td>No</td>
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<tr>
<td>Interceptors and/or Separators</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Odors</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Oil/water separator</td>
<td>No</td>
<td>--</td>
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</tr>
<tr>
<td>On-Site Records</td>
<td>No</td>
<td>--</td>
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</tr>
<tr>
<td>Other Improvements and Features</td>
<td>No</td>
<td>--</td>
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</tr>
<tr>
<td>Pits, Ponds, and/or Lagoons</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Pooled Liquids</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Railroads/Airports</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Rivers/Washes</td>
<td>No</td>
<td>--</td>
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</table>
### Table 5.3.1. Site Reconnaissance Summary

<table>
<thead>
<tr>
<th>Feature</th>
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<th>Comment(s) in Section</th>
<th>Environmental Concern</th>
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<tbody>
<tr>
<td>Septic Systems</td>
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<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Stained Surfaces</td>
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<td>--</td>
<td>No</td>
</tr>
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<td>Soil Stockpiles</td>
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<td>Sources of Polychlorinated Biphenyls (PCBs)</td>
<td>Yes</td>
<td>5.3.1.5</td>
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<td>Storage Tanks</td>
<td>No</td>
<td>5.3.1.3</td>
<td>No</td>
</tr>
<tr>
<td>Stressed Vegetation</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
<tr>
<td>Sumps and/or Vaults (excluding utility vaults)</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
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<td>Unidentified Substances and Other</td>
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<tr>
<td>Environmental Concerns/Conditions</td>
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<tr>
<td>Use and Storage of Petroleum Products and</td>
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<td>Hazardous Substances</td>
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<td>Waste Water (excluding sanitary wastes)</td>
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<td>No</td>
</tr>
<tr>
<td>Water Wells</td>
<td>No</td>
<td>--</td>
<td>No</td>
</tr>
</tbody>
</table>

No obvious signs of environmental concerns (monitoring wells, soil staining, stressed vegetation, odors, pools of liquid, and other signs of potential environmental concerns) were noted on the Property or on the adjoining properties.

#### 5.3.1 Utilities

The Property is not connected to public utilities. Water, electricity, and sanitary sewer connections are available at the periphery of the Property.

#### 5.3.2 Waste Generation

The Property is currently vacant and does not produce any debris. No evidence of hazardous waste generation was observed during site reconnaissance.

#### 5.3.3 Storage Tanks and Use

The Property was inspected for visual evidence of both aboveground and underground storage tanks, including vent pipes, fill pipes, and manways. No evidence of storage tanks was noted on the Property during the site inspection.

Trileaf located an aboveground storage tank on east-adjoining property, approximately 300 feet to the east of the Property. Trileaf estimated the capacity of the tank at less than 1,000 gallons and observed that it is located at the north side of a vacated auto dealership building which is situated on the east-adjoining property. Trileaf was unable to determine the former contents of the AST. Trileaf identified no evidence of imminent, current, or past releases from the AST. As such, Trileaf does not consider the AST to be an environmental concern for the Property at this time.
5.3.1.4 Chemical Use and Storage

No chemicals were observed on the Property.

5.3.1.5 Toxic Substances Control Act – Polychlorinated biphenyls and other Substances

Historically, polychlorinated biphenyls (PCBs), a group of hazardous substances and suspected human carcinogens, were widely used as an additive in cooling oils for electrical components. Typical sources of PCBs can include elevators and hydraulic equipment.

Historically, PCBs were also added to dielectric fluid in some transformers. Trileaf observed one pole-mounted transformer that may contain PCBs within approximately 10 feet northwest of the northwest corner of the Property. No labels indicating the presence of PCBs or lack thereof were observed on the transformer. The transformer appeared to be in good condition with no apparent staining. Although no PCB information was available, based on field observations, Trileaf does not consider the transformer to be an environmental concern for the Property at this time.

5.3.1.6 Other Concerns

Trileaf located a pile (less than one cubic yard) of dumped roofing materials along the north boundary of the Property, near the northwest corner of the Property. Trileaf was unable to authoritatively determine, by observation, if the roofing materials lie over the Property, or directly north of, and beyond, the north boundary of the Property. Based on the possibility that roofing felt and built up roofing material may contain asbestos, in Trileaf’s opinion, the roofing material constitutes a business environmental risk (BER).

Trileaf located a pile (less than six cubic yards) of dumped, mostly-household debris in the central portion of the Property. The materials included a mattress, furniture, two pallets, a pickup truck bed liner, and clothing. Trileaf observed no evidence of dumping of hazardous materials or petroleum products.

Trileaf located a stormwater culvert inlet directly south of the southeast corner of the Property.

5.3.2 Descriptions of Structures, Roads, and Other Improvements on the Property

There are no structures, paved roads, or other improvements on the Property. An approximate ten-foot long paved driveway entrance to the Property is located immediately south of the Property, near the center of the south boundary of the Property.

5.4 Current Uses of Adjoining Properties

During the site reconnaissance, the current uses of the surrounding properties were observed. North of the northwest quadrant of the Property are single-family homes. Additional property north of the Property is the site of unimproved, brush-covered land with no apparent use. East of the Property is the site of a vacated auto dealership building as well as unimproved, brush and tree-covered land. South of the Property are the rights-of-way of Georgia Avenue and Interstate
Highway 20. Vacant lots are located further to the south. West of the Property is Hubbard Street followed by a makeshift shack and a vacant, brush-covered lot.

6. INTERVIEWS

6.1 Interview with Owner

On February 18, 2019, Mr. Stanley A Morris, the Property owner, identified by Trileaf as a key site manager as defined by ASTM E1527-13 standards, provided a completed Phase I Site Owner Questionnaire form. Mr. Morris provided information concerning the current and historical use of the Property and of adjoining properties. Mr. Morris indicated that the Property has no current use or improvements, and had no prior uses. He reported that there are no wells, cisterns or septic systems on the Property and that connections to water, sewer, and electricity utilities are available. He indicated that adjacent property to the east is the former site of an auto dealership, that adjacent property to the south is the site of Interstate Highway 20, that adjacent property to the west is vacant land, and that adjacent property to the north is the site of a few single-family homes.

Mr. Morris was unaware of previous environmental site assessment reports, USTs or ASTs, chemical storage, fill material, notices or other correspondence from government agencies relating to past or current violations of environmental laws, hazardous waste generator notices or reports associated with the Property. Mr. Morris had no knowledge of pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the Property, or notices from any governmental entity regarding possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products. Mr. Morris was unaware of environmental problems or issues that might pose an environmental concern to the Property. The contact information for Mr. Morris is included in Appendix 9.6.

6.2 Interview with Site Manager

No site managers were reported to Trileaf in connection with the Property.

6.3 Interviews with Occupants

No residential occupants were reported to Trileaf in connection with the Property.

6.4 Interviews with Local Government Officials

On February 14, 2019, Trileaf submitted to the TCEQ, via email, Public Information Request (PIR) numbers 19-45728 (to obtain information regarding the Property) and 19-45730 (to obtain information regarding east-adjoining property). As of the date of this report, no response has been received for PIR 19-45728. On February 15, 2019, a response to PIR 19-45730 was received, indicating that the TCEQ had no records responsive to the request PIR 19-45730. The email correspondence with, and contact information for, the TCEQ are included in Appendix 9.6.

On February 14, 2019, Trileaf submitted via FAX a Public Information Act Request to the City of Sweetwater to obtain information regarding the Property. On February 15, 2019, the City of Sweetwater responded, stating that it identified no records indicating a history of improvements
to the Property, or records indicating fire responses or storage tank registrations. The City of Sweetwater reported that east-adjoining property was formerly the site of an auto dealership, that a weed violation letter was issued concerning the east-adjoining property, and that the fire department had once responded to a water leak at east-adjoining property.

The correspondence with, and contact information for the City of Sweetwater are included in Appendix 9.6.

6.5 Interviews with Others

No additional interviews were conducted for the purpose of this assessment.

7. EVALUATION

7.1 Findings

The Property consists of approximately 7.421-acres of brush-covered, unimproved lots with no current use located at 1801 Hubbard Street, Sweetwater, Nolan County, Texas 79556. Historical sources of information provide no evidence indicating prior use of, or improvements to the Property. Land surrounding the Property consists of vacant lots, residences, Georgia Avenue, Hubbard Street, Interstate Highway 20, and a vacated auto dealership building.

There are no associated UST listings or other regulatory listings which indicate that petroleum storage tanks or other usage/storage/disposal of large quantities of petroleum or hazardous substances occurred at the east-adjoining former automotive dealership. A single small above-ground storage tank (AST) was observed during the site reconnaissance, with no signs of release.

The Property is not listed in any of the databases referenced by the environmental database search report. A review of regulatory records did not identify any sites of concern to the Property within the specified search radii.

Trileaf located a pile (less than one cubic yard) of dumped roofing materials along the north boundary of the Property, near the northwest corner of the Property. Based on the possibility that roofing felt and built up roofing material may contain asbestos, in Trileaf’s opinion, the roofing material constitutes a BER.

In addition, Trileaf located a pile (less than six cubic yards) of dumped, mostly-household debris in the central portion of the Property. Trileaf observed no evidence of dumping of hazardous materials or petroleum products associated with the dumped materials.

Trileaf did not identify RECs, CRECS, HRECs or de minimis conditions associated with the Property.

7.2 Vapor Encroachment

Trileaf has conducted a Vapor Encroachment Screen (VES) by evaluating historic and regulatory record sources along with soil, topographic, and groundwater data in the vicinity of the Property. The purpose of the VES is to determine the likelihood that Vapor Encroachment Conditions (VECs) exist at the Property. It should be noted that this VES was not conducted in...
full compliance with ASTM E2600-15; rather, this VES is the equivalent of a Tier 1 screening. Consideration of vapor encroachment consists of reviewing available information and use of professional judgment in determining 1) whether contamination is suspected in the soil and/or groundwater at, or near, the Property, and 2) whether identified contamination is suspected to exist within a ‘Critical Distance’ from the Property.

“Critical Distances”, as defined in ASTM E2600-15 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions, refer to the maximum distances at which vapor encroachment may occur. These distances vary depending on topographic and hydrologic gradient, width of the contaminant plume, and type of contaminant known, or suspected, to exist. Generally, Critical Distances are 100 feet for non-petroleum contaminants of concern (COCs) and 30 feet for dissolved petroleum COCs. If a facility is beyond the critical distance, it is highly unlikely that a VEC exists. Consideration of topographic gradient is key to defining the Areas of Concern (AOCs) within which Critical Distances are applied. When plume data is not available, AOCs are used in lieu of Critical Distance to determine whether a VEC exists or not. According to ASTM E2600, the AOCs for these critical distances are as follows:

- 1,760 feet (1/3 mile) for contamination located up-gradient of the Property, except for dissolved petroleum hydrocarbons, which have a distance of 528 feet (1/10 mile),
- 365 feet for contamination located cross-gradient of the Property,
- 100 feet for contamination located down-gradient of the Property, with the exception of dissolved petroleum hydrocarbons, which have a distance of 30 feet. If non-aqueous phase petroleum hydrocarbons (LNAPL) are present, the 100-foot distance is utilized.

Based on Trileaf’s VES, this investigation has identified no potential VECs in connection with the Property.

7.3 Opinion

Trileaf found no evidence of RECs associated with the Property. It is the opinion of Trileaf that no additional investigations are necessary at this time for the purpose of identifying RECs. This opinion is based on site reconnaissance, an environmental database search report, and available historical research. Data gaps are described in Section 2.4 of this report.

7.4 Conclusions

Trileaf has performed a Phase I ESA in conformance with the scope and limitations of ASTM E1527-13 of the Property located at 1801 Hubbard Street, Sweetwater, Nolan County, Texas 79556, the Property. Exceptions to, or deletions from, this practice are described in Section 2.4 of this report.

This assessment has revealed no evidence of RECs in connection with the Property.
7.5 Signature(s) of Environmental Professional(s) & Others

The following environmental professionals and others of Trileaf participated in the writing of this report. This Phase I ESA was performed in accordance with the generally accepted practices in the field of environmental consulting. The analysis and recommendations indicated in this report are based upon the best current available information that could be obtained in the specified time frame. Trileaf assumes no liability for independent conclusions or recommendations made by others in conjunction with the data presented in this report.

Bruce Hanford
Senior Project Scientist

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental professional as defined in § 312.10 of 40 CFR § 312. I have the specific qualification based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Rachel McShane
Senior Project Manager
Environmental Professional

Resumes of the environmental professionals and others who participated in the preparation of this ESA are included in Appendix 9.10.
7.6 References

**ASTM E1527-13**  
Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process  
Designation: E1527-13  
ASTM International  
100 Barr Harbor Drive  
West Conshohocken, PA 19428-2959

**U.S. Geological Survey**  
Sweetwater Quadrangle, Texas – 7.5-Minute Series (2016)  
https://viewer.nationalmap.gov/basic/?basemap=b1&category=ustopo&title=US%20Topo%20Download#startUp

**U.S. Geological Survey**  
National Water Information System  
https://nwis.waterdata.usgs.gov/usa/nwis/gwlevels/

**U.S. Fish and Wildlife Service**  
National Wetlands Inventory Wetlands Mapper  
https://www.fws.gov/wetlands/

**Texas Water Development Board**  
Water Data Interactive Mapper  
https://www2.twdb.texas.gov/apps/WaterDataInteractive/GroundwaterDataViewer/?map=sd

**Environmental Database Resources**  
6 Armstrong Road, 4th Floor  
Shelton, CT 06484  
http://edrnet.com

**Google Inc. (2018)**  
Google Earth Pro (Version 7.3.1.4507) [Software]. Available from: http://www.google.com/earth/
8. NON-SCOPE SERVICES

The following additional services summarized below were requested as part of this Phase I ESA. These items are included to assure this Phase I ESA is in full compliance with §11.305 - Environmental Site Assessment Rules and Guidelines, for TDHCA-funded projects.

8.1 Noise Study

In accordance with U.S. Department of Housing and Urban Development (HUD) Office of Community Planning and Development, Trileaf evaluated the Property for sound transmission, noting that the four lanes of Interstate Highway 20 and its frontage Road, Georgia Avenue, are located within approximately 20 feet of the Property. A Site Plan depicting the location of Interstate Highway 20 relative to the Property can be found in Appendix 9.2. As such, it is Trileaf’s recommendation that a noise study be conducted. It is Trileaf’s understanding that this assessment will be performed prior to closing.

8.2 Current Survey

A survey and other applicable drawings are included in Appendix 9.2.

8.3 Floodplains

Trileaf reviewed the Federal Emergency Management Agency’s (FEMA) Flood Insurance Rate Map (FIRM) to determine if the Property is located within a 100-year floodplain. Based on Community-Panel Number 480502 0005 C, portions of the Property are located in Zone A, which is defined as an area subject to inundation by the 1 percent annual chance flood event, and no Base Flood Elevations (EFEs) are available. A copy of the relevant portion of the FIRM is included in Appendix 9.2.

8.4 Lead Based Paint/Asbestos

Trileaf identified no evidence of existing or former structures upon, or pre-existing development of the Property. As such, no debris from structures is present. It is worth noting that refuse (old roofing tiles) are present on the border of the property, as noted in Section 5.3.1.6. These tiles may contain ACM and should be sampled prior to proper disposal. It is Trileaf’s understanding that this assessment will be performed prior to closing.

8.5 Lead in Drinking Water

No drinking water is provided to the Property, as it is undeveloped.

8.6 Radon

According to the EPA, Nolan County, Texas, is located in Zone 3, which has a predicted average indoor radon screening of <2pCi/L. Though a radon screening of the multi-family housing complex may be prudent as a precautionary measure upon completion and prior to occupancy, predicted concentrations of radon are low for this area.
8.7 **Oil, Gas, or Chemical Facilities**

Based on review of the Texas Railroad Commission Public GIS View, Trileaf identified no oil, gas, or chemical facilities or pipelines on-site or in the general area of the Property. The Texas Railroad Commission Public GIS Viewer map and map legend for the Property are included in Appendix 9.2

8.8 **Vapor Encroachment**

Trileaf identified no Vapor Encroachment Conditions in connection with the Property, as discussed in Section 7.2.
Appendix 9.1
Site Vicinity Map
Sweetwater Quadrangle, Texas (2016)
Contour Interval = 10 Feet
Scale 1 Inch = ~2,000 Feet
Latitude: 32° 26’ 56.77” N, Longitude: 100° 24’ 34.45” W

Site Vicinity Map
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556
Appendix 9.2
Site Plan and Other Maps
Public GIS Viewer Legend

**Well Number**
- °

**Well Locations**
- • Permitted Location
- ♦ Dry Hole
- ● Oil
- ★ Gas
- ★ Oil / Gas
- ● Plugged Oil
- ● Plugged Gas
- ❎ Canceled / Abandoned Location
- ★ Plugged Oil / Gas
- ❔ Injection / Disposal
- ✪ Core Test
- ✪ Sulfur Test
- ● Storage from Oil
- ● Storage from Gas
- ● Shut-In Oil
- ● Shut-In Gas
- ● Injection / Disposal from Oil
- ● Injection / Disposal from Gas
- ★ Injection / Disposal from Oil / Gas
- ♦ Geothermal
- ◘ Brine Mining
- ◘ Water Supply
- ◘ Water Supply from Oil
- ◘ Water Supply from Gas
- ◘ Water Supply from Oil / Gas
- ◘ Observation
- ◘ Observation from Oil
- ◘ Observation from Gas
- ◘ Observation from Oil / Gas
- ◘ Storage
- ◘ Service
- ◘ Service from Oil
- ◘ Service from Gas
- ◘ Service from Oil / Gas
- ◘ Storage from Oil / Gas
- ◘ Injection / Disposal from Storage
- ◘ Injection / Disposal from Storage / Oil
- ◘ Injection / Disposal from Storage / Gas
- ◘ Injection / Disposal from Storage / Oil / Gas
- ◘ Observation from Storage
- ◘ Observation from Storage / Oil
- ◘ Observation from Storage / Gas
- ◘ Observation from Storage / Oil / Gas
- ◘ Service from Storage
- ◘ Service from Storage / Oil
- ◘ Service from Storage / Gas
- ◘ Service from Storage / Oil / Gas
- ◘ Plugged Storage
- ◘ Plugged Storage / Oil
Public GIS Viewer Legend

- High Cost Tight Sands
- EOR H13 Oil Wells
- Well Logs
- Horiz/Dir Surface Locations
  - Horizontal Well
  - Directional Well
- Horizontal/Directional Lines
- LPGAS Sites
- QPipelines
- Pipelines
- Bay Tracts
- Offshore Areas
- Offshore Tracts
- Water Lines
- Subdivisions
- Railroads
- Surveys
- Quads

Alert Areas
Water
City Limits
Counties
Operator Cleanup Program Sites
  - Active
  - Closed
Oil and Gas Districts
AED Districts
Pipeline Safety Regions
Parcel 31299

February 14, 2019

☐ Parcels

☐ Abstracts

This product and relative contents are the property of the respective governmental entity and BIS Consultants. Use is restricted for official purposes.
Appendix 9.3
Site Photographs
Site Photograph 1 – Looking north from the center of the Site.

Site Photograph 2 – Looking south from the center of the Site.

Site Photographs
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556

Photographed:
February 20, 2019
Site Photograph 3 – Looking east from the center of the Site.

Site Photograph 4 – Looking west from the center of the Site.

Site Photographs
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556

Photographed:
February 20, 2019
Site Photograph 5 – Looking southwest at the Site from near its northeast corner.

Site Photograph 6 – Looking south at the Site from near its northeast corner.

Site Photographs
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556

Photographed:
February 20, 2019
Site Photograph 7 – Looking west at the Site from near its northeast corner.

Site Photograph 8 – Looking southeast at the Site from near its northwest corner.

Site Photographs
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556

Photographed:
February 20, 2019
Site Photograph 9 – Looking east at the Site, from near its northwest corner.

Site Photograph 10 – Looking south at the Site from near its northwest corner.
Site Photograph 11 – Looking northeast at the Site, from near its southeast corner.

Site Photograph 12 – Looking north at the Site, from near its southeast corner.
Site Photograph 13 – Looking west at the Site from near its southeast corner.

Site Photograph 14 – Looking northeast at the Site from near its southwest corner.

Site Photographs
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556

Photographed:
February 20, 2019
Site Photograph 15 – Looking east at the Site, from near its southwest corner.

Site Photograph 16 – Looking north at the Site, from near its southwest corner.

Site Photographs
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556

Photographed:
February 20, 2019
Site Photograph 17 – Household debris dumped at ________________.

Site Photograph 18 – Roofing materials dumped at ________________.

Site Photographs
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556

Photographed:
February 20, 2019
Site Photograph 19 – Pole transformer located at northwest corner of the Site.

Site Photograph 20 – Looking south, away from the Site, at existing driveway at Georgia Avenue.
Site Photograph 21 – Stormwater culvert at southeast corner of the Site.

Site Photograph 22 – AST located approximately 300 feet to the east, on east-adjoining property.

Site Photographs
Bouldin Communities, LLC – Morris Block SS
1801 Hubbard Street
Sweetwater, Texas 79556

Photographed:
February 20, 2019
Appendix 9.4
Historical Research Documentation
Morris Block SS Project
1801 Hubbard Street
Sweetwater, TX 79556

Inquiry Number: 5563191.4
February 14, 2019
EDR Historical Topo Map Report

Site Name: Morris Block SS Project
Client Name: Trileaf Corporation
1801 Hubbard Street
Sweetwater, TX 79556
EDR Inquiry #: 5563191.4
Contact: Brian Zinn

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Trileaf Corporation were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDR's Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:

<table>
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<tr>
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<th>Longitude:</th>
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<td>-100.409571 -100° 24' 34&quot; West</td>
</tr>
</tbody>
</table>

Coordinates:

UTM Zone: Zone 14 North
UTM X Meters: 367505.83
UTM Y Meters: 3591091.71
Elevation: 2196.00' above sea level

Maps Provided:

2012
1987
1969
1893

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This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2012 Source Sheets

Sweetwater
2012
7.5-minute, 24000

1987 Source Sheets

Sweetwater
1987
7.5-minute, 24000
Aerial Photo Revised 1985

1969 Source Sheets

Sweetwater
1969
7.5-minute, 24000
Aerial Photo Revised 1966

1893 Source Sheets

Sweetwater
1893
30-minute, 125000
This report includes information from the following map sheet(s).

SITE NAME: Morris Block SS Project
ADDRESS: 1801 Hubbard Street
          Sweetwater, TX 79556
CLIENT: Trileaf Corporation
This report includes information from the following map sheet(s).

SITE NAME: Morris Block SS Project
ADDRESS: 1801 Hubbard Street
          Sweetwater, TX 79556
CLIENT: Trileaf Corporation
This report includes information from the following map sheet(s).

**SITE NAME:** Morris Block SS Project  
**ADDRESS:** 1801 Hubbard Street  
Sweetwater, TX 79556  
**CLIENT:** Trileaf Corporation
This report includes information from the following map sheet(s).

SITE NAME:  Morris Block SS Project
ADDRESS:  1801 Hubbard Street
          Sweetwater, TX 79556
CLIENT:  Trileaf Corporation
Morris Block SS Project
1801 Hubbard Street
Sweetwater, TX 79556

Inquiry Number: 5563191.8
February 15, 2019

The EDR Aerial Photo Decade Package
Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR’s professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

**Search Results:**

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Morris Block SS Project
1801 Hubbard Street
Sweetwater, TX 79556

Inquiry Number: 5563191.3
February 14, 2019
The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Trileaf Corporation were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

**Certified Sanborn Results:**

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**UNMAPPED PROPERTY**

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

**Limited Permission To Make Copies**

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Thank you for your business.
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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.’s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR’s City Directory Report includes a search of available city directory data at 5 year intervals.

RECORD SOURCES

EDR’s Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

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RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

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Sweetwater, TX  79556

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       SHELLIN INC

510    MOTEL 6 OPERATING LP

600    PUBLIC SAFETY DEPT OF

1410   BEWLEYS R V
THROCKMORTON ST  2000

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510 ★ Motel 6  . . . . . . . . . . . .235-3278
1 RESIDENCE  2 BUSINESS

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Certified Sanborn® Map Report

02/14/19

Site Name: Morris Block SS Project
1801 Hubbard Street
Sweetwater, TX 79556
EDR Inquiry # 5563191.3

Client Name: Trileaf Corporation
10845 Olive Boulevard
St. Louis, MO 63141
Contact: Brian Zinn

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Trileaf Corporation were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 2F1C-4CE0-B6B2
PO # 648709
Project Morris Block SS Project

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

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Appendix 9.5
Regulatory Records Documentation
Morris Block SS Project
1801 Hubbard Street
Sweetwater, TX 79556

Inquiry Number: 5563191.2s
February 14, 2019

The EDR Radius Map™ Report with GeoCheck®
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**Thank you for your business.**

Please contact EDR at 1-800-352-0050 with any questions or comments.

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A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA’s Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

**TARGET PROPERTY INFORMATION**

**ADDRESS**

1801 HUBBARD STREET  
SWEETWATER, TX 79556

**COORDINATES**

- Latitude (North): 32.4491030 - 32° 26' 56.77''
- Longitude (West): 100.4095710 - 100° 24' 34.45''
- Universal Tranverse Mercator: Zone 14
- UTM X (Meters): 367503.0
- UTM Y (Meters): 3590902.5
- Elevation: 2196 ft. above sea level

**USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY**

- Target Property Map: 5927964 SWEETWATER, TX
- Version Date: 2012

**AERIAL PHOTOGRAPHY IN THIS REPORT**

- Portions of Photo from: 20140822
- Source: USDA
Click on Map ID to see full detail.

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<th>DIST (ft. &amp; mi.)</th>
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<td>LPST, UST</td>
<td>Lower</td>
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<td>LPST</td>
<td>Lower</td>
<td>2146, 0.406</td>
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TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR’s search of available (“reasonably ascertainable”) government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPLNational Priority List
Proposed NPLProposed National Priority List Sites
NPL LIENSFederal Superfund Liens

Federal Delisted NPL site list
Delisted NPLNational Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITYFederal Facility Site Information listing
SEMSSuperfund Enterprise Management System

Federal CERCLIS NFRAP site list
SEMS-ARCHIVESuperfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list
CORRACTSCorrective Action Report

Federal RCRA non-CORRACTS TSD facilities list
RCRA-TSDFRCRA - Treatment, Storage and Disposal

Federal RCRA generators list
RCRA-LQGRCRA - Large Quantity Generators
RCRA-SQGRCRA - Small Quantity Generators
RCRA-CESQGConditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCISLand Use Control Information System
US ENG CONTROLSEngineering Controls Sites List
EXECUTIVE SUMMARY

US INST CONTROL. Sites with Institutional Controls

Federal ERNS list
ERNS. Emergency Response Notification System

State- and tribal - equivalent NPL
SHWS. State Superfund Registry

State and tribal landfill and/or solid waste disposal site lists
SWF/LF. Permitted Solid Waste Facilities
CLI. Closed Landfill Inventory
DEBRIS. DEBRIS
WASTE MGMT. Commercial Hazardous & Solid Waste Management Facilities

State and tribal leaking storage tank lists
INDIAN LUST. Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists
FEMA UST. Underground Storage Tank Listing
AST. Petroleum Storage Tank Database
INDIAN UST. Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries
AUL. Sites with Controls

State and tribal voluntary cleanup sites
VCP. Voluntary Cleanup Program Database
INDIAN VCP. Voluntary Cleanup Priority Listing

State and tribal Brownfields sites
BROWNFIELDS. Brownfields Site Assessments

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists
US BROWNFIELDS. A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites
SWRCY. Recycling Facility Listing
INDIAN ODI. Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9. Torres Martinez Reservation Illegal Dump Site Locations
ODL. Open Dump Inventory
IHS OPEN DUMPS. Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites
US HIST CDL. Delisted National Clandestine Laboratory Register
**EXECUTIVE SUMMARY**

CDL  
PRIORITYCLEANERS  
DEL SHWS  
US CDL  

**Local Lists of Registered Storage Tanks**

- NON REGIST PST  

**Local Land Records**

- HIST LIENS  
- LIENS  
- LIENS 2  

**Records of Emergency Release Reports**

- HMIRS  
- SPIFFS  
- SPIFFS 90  
- SPIFFS 80  

**Other Ascertainable Records**

- RCRA NonGen / NLR  
- FUDS  
- DOD  
- SCRD DRYCLEANERS  
- US FIN ASSUR  
- EPA WATCH LIST  
- 2020 COR ACTION  
- TSCA  
- TRIS  
- SSTS  
- ROD  
- RMP  
- RAATS  
- PRP  
- PADS  
- ICIS  
- FTTS  
- MLTS  
- COAL ASH DOE  
- COAL ASH EPA  
- PCB TRANSFORMER  
- RADINFO  
- HIST FTTS  
- DOT OPS  
- CONSENT  
- INDIAN RESERV  
- FUSRAP  
- UMTRA  
- LEAD SMelters  
- US AIRS  

All records are contained within various systems and databases managed by the Environmental Protection Agency (EPA) and other federal agencies.
EXECUTIVE SUMMARY

US MINES, ABANDONED MINES, FINDS, UXO, DOCKET HWC, ECHO, FUELS PROGRAM, AIRS, APAR, ASBESTOS, COAL ASH, DRYCLEANERS, ED AQUIF, ENF, Financial Assurance, GCC, Ind. Haz Waste, IHW CORR ACTION, IOP, LEAD, MSD, NPDES, RWS, TIER 2, UIC, COMP HIST, COMP HIST, EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records
EDR MGP, EDR Hist Auto, EDR Hist Cleaner, EDR Exclusive Manufacturing Gas Plants, EDR Exclusive Historical Auto Stations, EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives
RGA HWS, RGA LF, Recovered Government Archive State Hazardous Waste Facilities List, Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS
Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in bold italics are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.
STANDARD ENVIRONMENTAL RECORDS

State and tribal leaking storage tank lists

LPST: The Leaking Petroleum Storage Tank Incident Reports contain an inventory of reported leaking petroleum storage tank incidents. The data come from the Texas Commission on Environmental Quality’s Leaking Petroleum Storage Tank Database.

A review of the LPST list, as provided by EDR, and dated 12/07/2018 has revealed that there are 2 LPST sites within approximately 0.5 miles of the target property.

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<th>Direction / Distance</th>
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State and tribal registered storage tank lists

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Texas Commission on Environmental Quality’s Petroleum Storage Tank Database.

A review of the UST list, as provided by EDR, and dated 12/03/2018 has revealed that there is 1 UST site within approximately 0.25 miles of the target property.

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### EDR HIGH RISK HISTORICAL RECORDS

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#### EDR RECOVERED GOVERNMENT ARCHIVES

#### Exclusive Recovered Govt. Archives

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- Totals --

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### NOTES:
- TP = Target Property
- NR = Not Requested at this Search Distance
- Sites may be listed in more than one database
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TEXAS DEPT OF PUBLIC SAFETY (Continued)  

Contact Role: Not reported  
Contact Name/Title: /  
Contact Organization Name: Not reported  

Tank:  
Install Date: 01/01/1981  
Tank Registration Date: 05/08/1986  
Number of Compartments: 1  
Tank Capacity: 2000  
Tank Singlewall: Y  
Tank Doublewall: N  
Pipe Type: Not reported  
UST ID: 11510  
Facility ID: 41324  
AI Number: 4744  
Tank Id: 1  
Tank Status (Current): REMOVED FROM GROUND  
Tank Status Date: 10/27/1998  
Empty: N  
Tank Regulatory Status: FULLY REGULATED  

Piping Design (Single Wall): Y  
Piping Design (Double Wall): N  
 Tank Ext Cont(Fac-Built Nonmetallic Jacket): N  
Tank Ext Cont(Syn Tank-Pit/Piping-Trench Liner): N  
Tank Ext Cont(Tank Vault/Rigid Trench Liner): N  
Piping Ext Cont(Fac-Built Nonmetallic Jacket): N  
Piping Ext Cont(Syn Tank-Pit/Piping-Trench Liner): N  
Piping Ext Cont(Tank Vault/Rigid Trench Liner): N  
Tank Material (Steel): Y  
Tank Material(Frp(Fiberglass- Reinforced Plastic): N  
Tank Mat(Composite (Steel W/Ext Frp Cladding)): N  
Tank Mat(Concrete): N  
Tank Mat(Jacketed (Steel W/Ext Nonmetallic Jck)): N  
Tank Mat(Coated(Steel W/Ext Polyurethane Cladding)): N  
Piping Material (Steel): Y  
Piping Mat(Frp(Fiberglass Reinforced Plastic): N  
Piping Mat(Concrete): N  
Piping Mat(Jacketed(Steel W/Ext Nonmetallic Jacket)): N  
Piping Mat(Nonmetallic Flex Piping): N  
Piping Connect/Valves(Shear/Impact Valves(Under Disp)): N  
Piping Connect/Valves(Steel Swing-Joints(End Of Piping)): N  
Piping Connect/Valves (Flex Connectors(Ends Of Piping)): N  
Tank Corr Prot Meth(TCPM)(Cathodic-Field Installation): N  
TCPM (ExtDielectricCoat/Laminate/Tape/Wrap): N  
TCPM(Cathodic Prot-FacInstallation): N  
TCPM(Composite Tank(Steel W/Frp Ext Lamine): N  
TCPMeth(Coated Tank(Steel W/ExtPolyurethaneLamine): N  
TCPM(FRP Tank Or Piping(Noncorrodirible)): N  
TCPM(Ext Nonmetallic Jacket): N  
TCPMeth(Unnecessary Per Corrosion Prot Spec): N  
Piping Corr Prot Meth(Dielectric Coat/Laminate/Tape/Wrap): N  
Piping Corr Prot Method(PCPM) (Cathodic Factory Install): N  
PCPM(Cathodic Prot-Field Install): N  
PCPMeth (FRP Tank Or Piping(Noncorrodirible): N  
PCPM(Nonmetallic FlexPiping (Noncorrodirible)): N  
PCPMeth(Isolated Open Area/2nd Containment): N
TEXAS DEPT OF PUBLIC SAFETY (Continued)

PCPM (Dual Protected): N
PCPM (Unnec Per Corrosion Prot Specialist): N
Tank Corr Prot Compliance Flag: N
Piping Corr Prot Compliance Flag: N
Tank Corrosion Prot Variance: N
Piping Corrosion Prot Variance: N
Temp Out Of Service Compliance: N
Technical Compliance Flag: N
Tank Tested Flag: N
Installation Signature Date: Not reported

Compartment Records:
Tank ID: 1
Tank Capacity: 2000
UST Comprt ID: 9843
UST ID: 11510
AI Number: 4744
Compartment ID: A
Substance Stored1: GASOLINE
Substance Stored2: Not reported
Substance Stored3: Not reported
Compartment Release Detection Method (Vapor): N
CRDM (GW Monitoring): N
CRDM (Monitoring Of Secondary Cont Barrier): N
CRDM (Auto Tank Gauge Test/Inv Control): N
CRDM (Interstitial Monitoring SecWall/Jacket): N
CRDM (Wkly Manual Gauging (Tanks<=1000 G)): N
CRDM (Mthly Tank Gauging (Emer Gen Tanks)): N
CRDM (Sir (Stat Inv Reconciliation)/Inv Control): N
Piping Release Detection Method (PRDM) (Vapor): N
PRDM (Groundwater Monitoring): N
PRDM (Monitoring Sec Containment Barrier): N
PRDM (Interstitial Monitoring w/in SecWall/Jacket): N
PRDM (Mthly Piping Tightness Test)(@ 2Gph): N
PRDM (Annual Piping Tight Test/ElecMon@.1Gph): N
PRDM (Triennial Tight Test/Suction/Gravity Piping): N
PRDM (AutoLine Leak Det (3.0 Gph Press Piping)): N
PRDM (Sir (StatInv Recon)/Inv Control): N
PRDM (Exempt System Suction): N
Spill Overfill Prevention Equip (SOPE): N
SOPE (Spill Cont/Bucket/Sump): N
SOPE (DelShut-Off Valve): N
SOPE (Flow Restrictor Value): N
SOPE (Alarm (Set@<=90%) W/3a Or 3b): N
SOPE (N/A Deliveries To Tank<=25G): N
Compartment Release Det Compliance Flag: N
Piping Release Detection Compliance Flag: N
Spill/Overfill Prevention Compliance Flag: N
Compartment Release Detection Variance: N
Piping Release Detection Variance: N
Spill And Overfill Prevention Variance: N
Stage I Vapor Recovery: Not reported
Stage 1 Installation Date: Not reported

Facility Billing Contacts:
Contact Organization Name: TEXAS DEPARTMENT OF PUBLIC SAFETY
### Texas Dept of Public Safety (Continued)

- **Facility Name:** TEXAS DEPT OF PUBLIC SAFETY
- **Facility ID:** 41324
- **Additional ID:** 525782022002138
- **Alt Number:** 189570062001351
- **Facility Status:** 10/20/1986
- **Program:** 3.3 - GW IMPACT NON-PUBLIC/NON-DOMESTIC H2O SUPPLY WELL W/IN 0.25 mi
- **Priority Description:** Groundwater is affected and a non-public or non-domestic water supply well is located within 0.25 miles of the UST/AST system or source area.
- **Status:** FINAL CONCURRENCE ISSUED, CASE CLOSED

#### Coordinators
- **Primary:** 1/1P/1/2
- **RPR:** SEL

#### Responsible Party
- **Name:** BILL BURNS OIL CO
- **Contact:** BILL BURNS
- **Address:** PO BOX 390
- **City:** SWEETWATER, TX 79556
- **Telephone:** 915/235-1744
- **Reported Date:** 03/26/1991
- **Case Start Date:** 04/23/1991

#### UST
- **AI Number:** 27393
- **Type:** FLEET REFUELING
- **Begin Date:** 10/20/1986
- **Status:** INACTIVE
- **Exempt Status:** No
- **Records Off-Site:** No

#### Location
- **LPST Id:** Not reported
- **Facility ID:** 98713
- **Location:** W BRADFORD LN @ ROBERT E LEE
- **Region City:** ABILENE
- **Reported Date:** 10/09/2000
- **Entered Date:** 04/23/1991
- **Priority:** 6A - FINAL CONCURRENCE ISSUED
- **Status:** FINAL CONCURRENCE ISSUED, CASE CLOSED
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FARRIS THOMPSON CONSTRUCTION  (Continued)

Compartment Records:

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CRDM(GW Monitoring): N
CRDM(Monitoring Of Secondary Cont Barrier): N
CRDM(Auto Tank Gauge Test/Inv Control): N
CRDM(Interstitial Monitoring SecWall/Jacket): N
CRDM(Wkly Manual Gauging(Tanks<=1000 G)): N
CRDM(Mthly Tank Gauging(Emer Gen Tanks)): N
CRDM(Sir (Stat Inv Reconciliation)/Inv Control): N
PipingReleaseDetectionMethod(PRDM)(Vapor): N
PRDM(Groundwater Monitoring): N
PRDM(Monitoring Sec Containment Barrier): N
PRDM(InterstitialMonitoring w/in SecWall/Jacket): N
PRDM(Mthly Piping Tightness Test)@.2Gph: N
PRDM(AnnualPipingTightTest/ElecMon@.1Gph): N
PRDM(TriennialTightTest(Suction/GravityPiping): N
PRDM AutoLineLeakDet(3.0 Gph PressPiping): N
PRDM(Sir(StatInv Recon)/Inv Control)): N
PRDM(Exempt System Suction): N
Spill Overfill Prevention Equip(SOPE): N
SOPE(DefCont/Bucket/Sump): N
SOPE(DeShut-Off Valve): N
SOPE(FlowRestrictorValue): N
SOPE(Alarm (Set@<90%) W/3a Or 3b): N
SOPE(N/A Deliveries To Tank<=25G): N
Compartment Release Det Compliance Flag: N
Piping Release Detection Compliance Flag: N
Spill/OverfillPreventionCompliance Flag: N
Compartment Release Detection Variance: N
Piping Release Detection Variance: N
Spill And Overfill Prevention Variance: N
Stage I Vapor Recovery: Not reported
Stage 1 Installation Date: Not reported

Install Date: 01/01/1966
Tank Registration Date: 05/08/1986
Number of Compartments: 1
Tank Capacity: 1000
Tank Singlewall: N
Tank Doublewall: N
Pipe Type: Not reported
UST ID: 71685
Facility ID: 62623
AI Number: 27393
Tank Id: 1
Tank Status (Current): REMOVED FROM GROUND
Tank Status Date: 08/31/1991
FARRIS THOMPSON CONSTRUCTION (Continued) U001261184

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Piping Design (Double Wall): N
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Tank Ext Cont (Syn Tank-Pit/Piping-Trench Liner): N
Tank Ext Cont (Tank Vault/Rigid Trench Liner): N
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Piping Ext Cont (Syn Tank-Pit/Piping-Trench Liner): N
Piping Ext Cont (Tank Vault/Rigid Trench Liner): N
Tank Material (Steel): Y
Tank Material (Frp/Fiberglass-Reinforced Plastic): N
Tank Mat (Composite (Steel W/Ext Frp Cladding)): N
Tank Mat (Concrete): N
Tank Mat (Jacketed (Steel W/Ext Nonmetallic Jck)): N
Tank Mat (Coated (Steel W/Ext Polyurethane Cladding)): N
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Piping Mat (Frp/Fiberglass Reinforced Plastic): N
Piping Mat (Concrete): N
Piping Mat (Jacketed (Steel W/Ext Nonmetallic Jacket)): N
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Piping Connect/Valves (Shear/Impact Valves (Under Disp)): N
Piping Connect/Valves (Steel Swing-Joints (End Of Piping)): N
Piping Connect/Valves (Flex Connectors (Ends Of Piping)): N
Tank Corr Prot Meth (TCPM) (Cathodic-Field Installaion): N
TCPM (Ext Dielectric Coat/Laminate/Tape/Wrap): N
TCPM (Cathodic Prot Fac Installation): N
TCPM (Composite Tank (Steel W/Frp Ext Laminate)): N
TCPM (Coated Tank (Steel W/Ext Polyurethane Laminate)): N
TCPM (FRP Tank Or Piping (Noncorrodible)): N
TCPM (Ext Nonmetallic Jacket): N
TCPM (Unnecessary Per Corrosion Prot Spec): N
Piping Corr Prot Meth (Dielectric Coat/Laminate/Tape/Wrap): N
Piping Corr Prot Meth (PCPM) (Cathodic Factory Install): N
PCPM (Cathodic Prot-Field Install): N
PCPM Method (FRP Tank Or Piping (Noncorrodible)): N
PCPM (Nonmetallic Flex Piping (Noncorrodible)): N
PCPM (Isolated Open Area/2nd Containment): N
PCPM (Dual Protected): N
PCPM (Unnec Per Corrosion Prot Specialist): N
Tank Corr Prot Compliance Flag: N
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Tank Corrosion Prot Variance: N
Piping Corrosion Prot Variance: N
Temp Out Of Service Compliance: N
Technical Compliance Flag: N
Tank Tested Flag: N
Installation Signature Date: 07/20/1992
### FARRIS THOMPSON CONSTRUCTION

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| Substance Stored3: | Not reported |
| Compartment Release Detection Method (Vapor): | N |
| CRDM (GW Monitoring): | N |
| CRDM (Monitoring Of Secondary Cont Barrier): | N |
| CRDM (Auto Tank Gauge Test/Inv Control): | N |
| CRDM (Interstitial Monitoring SecWall/Jacket): | N |
| CRDM (Weekly Manual Gauging (Tanks <=1000 G): | N |
| CRDM (Monthly Tank Gauging (Emer Gen Tanks): | N |
| CRDM (Sir (Stat Inv Reconciliation)/Inv Control): | N |
| Piping Release Detection Method (PRDM) (Vapor): | N |
| PRDM (Groundwater Monitoring): | N |
| PRDM (Monitoring Sec Containment Barrier): | N |
| PRDM (Interstitial Monitoring w/in SecWall/Jacket): | N |
| PRDM (Monthly Piping Tightness Test) @ 0.2 Gph: | N |
| PRDM (Annual Piping Tight Test/ElecMon@1.0 Gph): | N |
| PRDM (Triennial Tight Test (Suction/Gravity Piping): | N |
| PRDM (AutoLine Leak Det (3.0 Gph Press Piping): | N |
| PRDM (Sir (Stat Inv Recon)/Inv Control): | N |
| PrDM (Exempt System Suction): | N |
| Spill Overfill Prevention Equip (SOPE): | N |
| SOPE (Spill Cont/Bucket/Sump): | N |
| SOPE (Del Shut Off Valve): | N |
| SOPE (Flow Restrictor Value): | N |
| SOPE (Alarm (Set <=90%) W/3a Or 3b): | N |
| SOPE (N/A Deliveries To Tank <=25G): | N |
| Compartment Release Det Compliance Flag: | N |
| Piping Release Detection Compliance Flag: | N |
| Spill Overfill Prevention Compliance Flag: | N |
| Compartment Release Detection Variance: | N |
| Piping Release Detection Variance: | N |
| Spill And Overfill Prevention Variance: | N |
| Stage 1 Vapor Recovery: | Not reported |
| Stage 1 Installation Date: | Not reported |

#### Facility Billing Contacts:

- **Contact Organization Name:** BILL BURNS OIL COMPANY
- **Contact Mailing Address (Delivery):** PO BOX 390
- **Contact Mailing Address (Internal Delivery):** SWEETWATER, TX 79556 0390
- **Phone Number/Ext:** / 
- **Contact Fax Number/Ext:** / 
- **Contact Email Address:** Not reported
- **Contact Address Deliverable:** Y
- **Facility ID:** 62623
- **Additional ID:** 692114632002118
- **Prc ID:** 78303112002011
- **AI Number:** 27393
- **Facility Name:** FARRIS THOMPSON CONSTRUCTION
- **AR Number:** Not reported
- **AR UST Number Suffix:** Not reported
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- **Contact Name/Title:** DALE BURNS/
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**Status:**

**FINAL CONCURRENCE ISSUED, CASE CLOSED**

- **Coordinators Primary:** 1
- **Coordinators RPR:** APB
- **Responsible Party Name:** EXXON COMPANY USA
- **Responsible Party Contact:** JAY KRUGER
- **Responsible Party Address:** PO BOX 2180
- **Responsible Party City,St,Zip:** HOUSTON, TX 77252 2180
- **Responsible Party Telephone:** 713/656-7743
- **Reported Date:** 12/28/1990
- **Case Start Date:** 01/04/1991
To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List
National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 12/12/2018
Date Data Arrived at EDR: 12/28/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 14

NPL Site Boundaries

Sources:
EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1 Telephone: EPA Region 6 Telephone: 214-655-6659
Telephone 617-918-1143
EPA Region 3 Telephone: EPA Region 7 Telephone: 913-551-7247
Telephone 215-814-5418
EPA Region 4 Telephone: 303-312-6774
Telephone 404-562-8033
EPA Region 5 Telephone: 415-947-4246
Telephone 312-886-6686
EPA Region 10 Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites
A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 12/12/2018
Date Data Arrived at EDR: 12/28/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 14

NPL LIENS: Federal Superfund Liens
Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.
Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate.

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive
SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA’s knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

**Federal RCRA CORRACTS facilities list**

CORRACTS: Corrective Action Report
CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

**Federal RCRA non-CORRACTS TSD facilities list**

RCRA-TSDF: RCRA - Treatment, Storage and Disposal
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

**Federal RCRA generators list**

RCRA-LQG: RCRA - Large Quantity Generators
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.
**RCRA-SQG: RCRA - Small Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

| Date of Government Version: 03/01/2018 | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 03/28/2018 | Telephone: 214-665-6444 |
| Date Made Active in Reports: 06/22/2018 | Last EDR Contact: 12/03/2018 |
| Number of Days to Update: 86 | Next Scheduled EDR Contact: 04/08/2019 |
| Data Release Frequency: Quarterly |

**RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

| Date of Government Version: 03/01/2018 | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 03/28/2018 | Telephone: 214-665-6444 |
| Date Made Active in Reports: 06/22/2018 | Last EDR Contact: 12/03/2018 |
| Number of Days to Update: 86 | Next Scheduled EDR Contact: 04/08/2019 |
| Data Release Frequency: Quarterly |

**Federal institutional controls / engineering controls registries**

**LUCIS: Land Use Control Information System**

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

| Date of Government Version: 10/17/2018 | Source: Department of the Navy |
| Date Data Arrived at EDR: 10/25/2018 | Telephone: 843-820-7326 |
| Date Made Active in Reports: 12/07/2018 | Last EDR Contact: 02/07/2019 |
| Number of Days to Update: 43 | Next Scheduled EDR Contact: 05/27/2019 |
| Data Release Frequency: Varies |

**US ENG CONTROLS: Engineering Controls Sites List**

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

| Date of Government Version: 07/31/2018 | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 08/28/2018 | Telephone: 703-603-0695 |
| Date Made Active in Reports: 09/14/2018 | Last EDR Contact: 02/04/2019 |
| Number of Days to Update: 17 | Next Scheduled EDR Contact: 03/11/2019 |
| Data Release Frequency: Varies |

**US INST CONTROL: Sites with Institutional Controls**

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

| Date of Government Version: 07/31/2018 | Source: Environmental Protection Agency |
| Date Data Arrived at EDR: 08/28/2018 | Telephone: 703-603-0695 |
| Date Made Active in Reports: 09/14/2018 | Last EDR Contact: 02/04/2019 |
| Number of Days to Update: 17 | Next Scheduled EDR Contact: 03/11/2019 |
| Data Release Frequency: Varies |
Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

- Date of Government Version: 09/24/2018
- Date Data Arrived at EDR: 09/25/2018
- Date Made Active in Reports: 11/09/2018
- Number of Days to Update: 45
- Source: National Response Center, United States Coast Guard
- Telephone: 202-267-2180
- Last EDR Contact: 02/08/2019
- Next Scheduled EDR Contact: 04/08/2019
- Data Release Frequency: Quarterly

State- and tribal - equivalent NPL

SHWS: State Superfund Registry

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

- Date of Government Version: 11/08/2018
- Date Data Arrived at EDR: 12/27/2018
- Date Made Active in Reports: 02/12/2019
- Number of Days to Update: 47
- Source: Texas Commission on Environmental Quality
- Telephone: 512-239-5680
- Last EDR Contact: 12/20/2018
- Next Scheduled EDR Contact: 04/08/2019
- Data Release Frequency: Semi-Annually

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Permitted Solid Waste Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

- Date of Government Version: 10/30/2018
- Date Data Arrived at EDR: 10/31/2018
- Date Made Active in Reports: 12/21/2018
- Number of Days to Update: 51
- Source: Texas Commission on Environmental Quality
- Telephone: 512-239-6706
- Last EDR Contact: 01/22/2019
- Next Scheduled EDR Contact: 05/06/2019
- Data Release Frequency: Quarterly

CLI: Closed Landfill Inventory

Closed and abandoned landfills (permitted as well as unauthorized) across the state of Texas. For current information regarding any of the sites included in this database, contact the appropriate Council of Governments agency.

- Date of Government Version: 08/30/1999
- Date Data Arrived at EDR: 09/28/2000
- Date Made Active in Reports: 10/30/2000
- Number of Days to Update: 32
- Source: Texas Commission on Environmental Quality
- Telephone: N/A
- Last EDR Contact: 12/27/2018
- Next Scheduled EDR Contact: 04/15/2019
- Data Release Frequency: Varies

DEBRIS: DEBRIS

A listing of temporary debris management sites and MSW landfills for debris resulting from Hurricane Harvey.

- Date of Government Version: 03/27/2018
- Date Data Arrived at EDR: 04/04/2018
- Date Made Active in Reports: 06/08/2018
- Number of Days to Update: 65
- Source: Texas Commission on Environmental Quality
- Telephone: 512-239-6840
- Last EDR Contact: 12/20/2018
- Next Scheduled EDR Contact: 03/25/2019
- Data Release Frequency: Varies
H-GAC CLI: Houston-Galveston Closed Landfill Inventory

Closed Landfill Inventory for the Houston-Galveston Area Council Region. In 1993, the Texas Legislature passed House Bill (HB) 2537, which required Councils of Governments (COGs) to develop an inventory of closed municipal solid waste landfills for their regional solid waste management plans.

Date of Government Version: 01/02/2019
Date Data Arrived at EDR: 01/03/2019
Date Made Active in Reports: 02/08/2019
Number of Days to Update: 36
Next Scheduled EDR Contact: 04/15/2019
Source: Houston-Galveston Area Council
Telephone: 832-681-2518
Data Release Frequency: Varies

WASTE MGMT: Commercial Hazardous & Solid Waste Management Facilities

This list contains commercial recycling facilities and facilities permitted or authorized (interim status) by the Texas Natural Resource Conservation Commission.

Date of Government Version: 02/02/2018
Date Data Arrived at EDR: 04/06/2018
Date Made Active in Reports: 06/13/2018
Number of Days to Update: 68
Next Scheduled EDR Contact: 04/15/2019
Source: Texas Commission on Environmental Quality
Telephone: 512-239-2920
Data Release Frequency: Varies

State and tribal leaking storage tank lists

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land

Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Next Scheduled EDR Contact: 05/06/2019
Source: EPA, Region 5
Telephone: 312-886-7439
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/01/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Next Scheduled EDR Contact: 05/06/2019
Source: EPA Region 6
Telephone: 214-665-6597
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land


Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Next Scheduled EDR Contact: 05/06/2019
Source: EPA Region 10
Telephone: 206-553-2857
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada.

Date of Government Version: 04/10/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Next Scheduled EDR Contact: 05/06/2019
Source: Environmental Protection Agency
Telephone: 415-972-3372
Data Release Frequency: Varies
INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.
Date of Government Version: 04/25/2018  Source: EPA Region 8
Date Made Active in Reports: 07/20/2018  Last EDR Contact: 01/25/2019
Number of Days to Update: 63  Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska
Date of Government Version: 04/24/2018  Source: EPA Region 7
Date Made Active in Reports: 07/20/2018  Last EDR Contact: 01/25/2019
Number of Days to Update: 63  Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.
Date of Government Version: 05/08/2018  Source: EPA Region 4
Date Made Active in Reports: 07/20/2018  Last EDR Contact: 01/25/2019
Number of Days to Update: 63  Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.
Date of Government Version: 04/13/2018  Source: EPA Region 1
Date Made Active in Reports: 07/20/2018  Last EDR Contact: 01/25/2019
Number of Days to Update: 63  Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

LPST: Leaking Petroleum Storage Tank Database
An inventory of reported leaking petroleum storage tank incidents. Not all states maintain these records, and
the information stored varies by state.
Date of Government Version: 12/07/2018  Source: Texas Commission on Environmental Quality
Date Made Active in Reports: 02/08/2019  Last EDR Contact: 12/20/2018
Number of Days to Update: 50  Next Scheduled EDR Contact: 04/08/2019
Data Release Frequency: Quarterly

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.
Date of Government Version: 05/15/2017  Source: FEMA
Date Made Active in Reports: 10/13/2017  Last EDR Contact: 01/08/2019
Number of Days to Update: 136  Next Scheduled EDR Contact: 04/22/2019
Data Release Frequency: Varies

UST: Petroleum Storage Tank Database
Registered Underground Storage Tanks. UST’s are regulated under Subtitle I of the Resource Conservation and Recovery
Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available
information varies by state program.
Date of Government Version: 12/03/2018
Date Data Arrived at EDR: 12/26/2018
Date Made Active in Reports: 02/07/2019
Number of Days to Update: 43
Source: Texas Commission on Environmental Quality
Telephone: 512-239-2160
Last EDR Contact: 12/26/2018
Next Scheduled EDR Contact: 04/08/2019
Data Release Frequency: Quarterly

AST: Petroleum Storage Tank Database
Registered Aboveground Storage Tanks.

INDIAN UST R7: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).
Date of Government Version: 04/24/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 01/25/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).
Date of Government Version: 04/25/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 01/25/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).
Date of Government Version: 04/01/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 01/25/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).
Date of Government Version: 04/12/2018
Date Data Arrived at EDR: 05/18/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 63
Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 01/25/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations).
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).


State and tribal institutional control / engineering control registries

AUL: Sites with Controls
Activity and use limitations include both engineering controls and institutional controls.

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.
VCP TCEQ: Voluntary Cleanup Program Database
The Texas Voluntary Cleanup Program was established to provide administrative, technical, and legal incentives to encourage the cleanup of contaminated sites in Texas.

Date of Government Version: 10/01/2018  
Date Data Arrived at EDR: 10/02/2018  
Date Made Active in Reports: 11/09/2018  
Number of Days to Update: 38  
Source: Texas Commission on Environmental Quality  
Telephone: 512-239-5891  
Last EDR Contact: 01/11/2019  
Next Scheduled EDR Contact: 04/15/2019  
Data Release Frequency: Quarterly

INDIAN VCP R7: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008  
Date Data Arrived at EDR: 04/22/2008  
Date Made Active in Reports: 05/19/2008  
Number of Days to Update: 27  
Source: EPA, Region 7  
Telephone: 913-551-7365  
Last EDR Contact: 04/20/2009  
Next Scheduled EDR Contact: 07/20/2009  
Data Release Frequency: Varies

VCP RRC: Voluntary Cleanup Program Sites
The Voluntary Cleanup Program (RRC-VCP) provides an incentive to remediate Oil & Gas related pollution by participants as long as they did not cause or contribute to the contamination. Applicants to the program receive a release of liability to the state in exchange for a successful cleanup.

Date of Government Version: 11/20/2018  
Date Data Arrived at EDR: 01/03/2019  
Date Made Active in Reports: 02/08/2019  
Number of Days to Update: 36  
Source: Railroad Commission of Texas  
Telephone: 512-463-6969  
Last EDR Contact: 01/03/2019  
Next Scheduled EDR Contact: 04/15/2019  
Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Site Assessments
Brownfield site assessments that are being cleaned under EPA grant monies.

Date of Government Version: 12/04/2018  
Date Data Arrived at EDR: 01/03/2019  
Date Made Active in Reports: 02/07/2019  
Number of Days to Update: 35  
Source: TCEQ  
Telephone: 512-239-5872  
Last EDR Contact: 01/03/2019  
Next Scheduled EDR Contact: 04/15/2019  
Data Release Frequency: Semi-Annually

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites
Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment.
Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 12/17/2018  
Date Data Arrived at EDR: 12/18/2018  
Date Made Active in Reports: 01/11/2019  
Number of Days to Update: 24  
Source: Environmental Protection Agency  
Telephone: 202-566-2777  
Last EDR Contact: 12/18/2018  
Next Scheduled EDR Contact: 04/01/2019  
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites
NCTCOG LI: North Central Landfill Inventory
North Central Texas Council of Governments landfill database.
Date of Government Version: 01/03/2019
Source: North Central Texas Council of Governments
Date Data Arrived at EDR: 01/04/2019
Telephone: 817-695-9223
Date Made Active in Reports: 02/08/2019
Last EDR Contact: 12/27/2018
Number of Days to Update: 35
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Varies

CAPCOG LI: Capitol Area Landfill Inventory
Date of Government Version: 01/06/2017
Source: Capital Area Council of Governments
Date Data Arrived at EDR: 01/10/2017
Telephone: 512-916-6000
Date Made Active in Reports: 03/15/2017
Last EDR Contact: 01/04/2019
Number of Days to Update: 64
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Varies

SWRCY: Recycling Facility Listing
A listing of recycling facilities in the state.
Date of Government Version: 11/19/2018
Source: TCEQ
Date Data Arrived at EDR: 11/19/2018
Telephone: 512-239-6700
Date Made Active in Reports: 12/26/2018
Last EDR Contact: 02/07/2019
Number of Days to Update: 37
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands
Location of open dumps on Indian land.
Date of Government Version: 12/31/1998
Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2004
Telephone: 703-308-8245
Date Made Active in Reports: 01/24/2008
Last EDR Contact: 01/29/2019
Number of Days to Update: 52
Next Scheduled EDR Contact: 05/13/2019
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations
A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.
Date of Government Version: 01/12/2009
Source: EPA, Region 9
Date Data Arrived at EDR: 05/07/2009
Telephone: 415-947-4219
Date Made Active in Reports: 09/21/2009
Last EDR Contact: 01/17/2019
Number of Days to Update: 137
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory
An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.
Date of Government Version: 06/30/1985
Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/09/2004
Telephone: 800-424-9346
Date Made Active in Reports: 09/17/2004
Last EDR Contact: 06/09/2004
Number of Days to Update: 39
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land
A listing of all open dumps located on Indian Land in the United States.
**Local Lists of Hazardous waste / Contaminated Sites**

**US HIST CDL:** National Clandestine Laboratory Register
A listing of clandestine drug lab locations that have been removed from the DEA's National Clandestine Laboratory Register.

- **Date of Government Version:** 09/21/2018
- **Date Arrived at EDR:** 09/21/2018
- **Date Made Active in Reports:** 11/09/2018
- **Number of Days to Update:** 49
- **Source:** Drug Enforcement Administration
- **Telephone:** 202-307-1000
- **Last EDR Contact:** 11/26/2018
- **Next Scheduled EDR Contact:** 03/11/2019
- **Data Release Frequency:** No Update Planned

**CDL:** Clandestine Drug Site Locations Listing
A listing of former clandestine drug site locations

- **Date of Government Version:** 08/07/2017
- **Date Arrived at EDR:** 08/15/2017
- **Date Made Active in Reports:** 05/11/2018
- **Number of Days to Update:** 269
- **Source:** Department of Public Safety
- **Telephone:** 512-424-2144
- **Last EDR Contact:** 01/28/2019
- **Next Scheduled EDR Contact:** 05/11/2019
- **Data Release Frequency:** Varies

**PRIORITY CLEANERS:** Dry Cleaner Remediation Program Prioritization List
A listing of dry cleaner related contaminated sites.

- **Date of Government Version:** 09/14/2018
- **Date Arrived at EDR:** 12/06/2018
- **Date Made Active in Reports:** 02/08/2019
- **Number of Days to Update:** 64
- **Source:** Texas Commission on Environmental Quality
- **Telephone:** 512-239-5658
- **Last EDR Contact:** 12/06/2018
- **Next Scheduled EDR Contact:** 06/18/2018
- **Data Release Frequency:** Varies

**DEL SHWS:** Deleted Superfund Registry Sites
Sites have been deleted from the state Superfund registry in accordance with the Act, ?361.189

- **Date of Government Version:** 11/08/2018
- **Date Arrived at EDR:** 12/27/2018
- **Date Made Active in Reports:** 02/12/2019
- **Number of Days to Update:** 47
- **Source:** Texas Commission on Environmental Quality
- **Telephone:** 512-239-0666
- **Last EDR Contact:** 12/20/2018
- **Next Scheduled EDR Contact:** 04/08/2019
- **Data Release Frequency:** Quarterly

**US CDL:** Clandestine Drug Labs
A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

- **Date of Government Version:** 09/21/2018
- **Date Arrived at EDR:** 09/21/2018
- **Date Made Active in Reports:** 11/09/2018
- **Number of Days to Update:** 49
- **Source:** Drug Enforcement Administration
- **Telephone:** 202-307-1000
- **Last EDR Contact:** 11/26/2018
- **Next Scheduled EDR Contact:** 03/11/2019
- **Data Release Frequency:** Quarterly

**Local Lists of Registered Storage Tanks**
NON REGIST PST: Petroleum Storage Tank Non Registered
A listing of non-registered petroleum storage tank site locations.

Date of Government Version: 07/27/2018
Date Data Arrived at EDR: 08/08/2018
Date Made Active in Reports: 01/04/2019
Number of Days to Update: 149
Source: Texas Commission on Environmental Quality
Telephone: 512-239-2081
Last EDR Contact: 01/31/2019
Next Scheduled EDR Contact: 05/20/2019
Data Release Frequency: Quarterly

Local Land Records

HIST LIENS: Environmental Liens Listing
This listing contains information fields that are no longer tracked in the LIENS database.

Date of Government Version: 03/23/2007
Date Data Arrived at EDR: 03/23/2007
Date Made Active in Reports: 05/02/2007
Number of Days to Update: 40
Source: Texas Commission on Environmental Quality
Telephone: 512-239-2209
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

LIENS: Environmental Liens Listing
The listing covers TCEQ liens placed against either State Superfund sites or Federal Superfund sites to recover cost incurred by TCEQ.

Date of Government Version: 10/04/2018
Date Data Arrived at EDR: 10/12/2018
Date Made Active in Reports: 11/08/2018
Number of Days to Update: 27
Source: Texas Commission on Environmental Quality
Telephone: 512-239-2209
Last EDR Contact: 12/27/2018
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Varies

LIENS 2: CERCLA Lien Information
A Federal CERCLA (‘Superfund’) lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 12/12/2018
Date Data Arrived at EDR: 12/28/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 14
Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 12/28/2018
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/26/2018
Date Data Arrived at EDR: 03/27/2018
Date Made Active in Reports: 06/08/2018
Number of Days to Update: 73
Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 02/08/2019
Next Scheduled EDR Contact: 04/08/2019
Data Release Frequency: Quarterly

SPILLS: Spills Database
Spills reported to the Emergency Response Division.

Date of Government Version: 10/18/2018
Date Data Arrived at EDR: 10/19/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 21
Source: Texas Commission on Environmental Quality
Telephone: 512-239-2507
Last EDR Contact: 01/11/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly
SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 10/23/2012  
Date Data Arrived at EDR: 01/03/2013  
Date Made Active in Reports: 03/07/2013  
Number of Days to Update: 63  
Source: FirstSearch  
Telephone: N/A  
Last EDR Contact: 01/03/2013  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch
Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 05/15/2005  
Date Data Arrived at EDR: 01/03/2013  
Date Made Active in Reports: 03/07/2013  
Number of Days to Update: 63  
Source: FirstSearch  
Telephone: N/A  
Last EDR Contact: 01/03/2013  
Next Scheduled EDR Contact: N/A  
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA’s comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/01/2018  
Date Data Arrived at EDR: 03/28/2018  
Date Made Active in Reports: 06/22/2018  
Number of Days to Update: 86  
Source: Environmental Protection Agency  
Telephone: 214-665-6444  
Last EDR Contact: 12/03/2018  
Next Scheduled EDR Contact: 04/08/2019  
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites
The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015  
Date Data Arrived at EDR: 07/08/2015  
Date Made Active in Reports: 10/13/2015  
Number of Days to Update: 97  
Source: U.S. Army Corps of Engineers  
Telephone: 202-528-4285  
Last EDR Contact: 11/19/2018  
Next Scheduled EDR Contact: 03/04/2019  
Data Release Frequency: Varies

DOD: Department of Defense Sites
This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005  
Date Data Arrived at EDR: 11/10/2006  
Date Made Active in Reports: 01/11/2007  
Number of Days to Update: 62  
Source: USGS  
Telephone: 888-275-8747  
Last EDR Contact: 01/11/2019  
Next Scheduled EDR Contact: 04/22/2019  
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands
SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing
The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

US FIN ASSUR: Financial Assurance Information
All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

EPA WATCH LIST: EPA WATCH LIST
EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

2020 COR ACTION: 2020 Corrective Action Program List
The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

TSCA: Toxic Substances Control Act
Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.
TRIS: Toxic Chemical Release Inventory System
Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

SSTS: Section 7 Tracking Systems
Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

ROD: Records Of Decision
Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

RMP: Risk Management Plans
When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

RAATS: RCRA Administrative Action Tracking System
RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.
### GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

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<th>Source</th>
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### Date of Government Version

- **PRP:** Potentially Responsible Parties
  - A listing of verified Potentially Responsible Parties
    - **Source:** EPA
    - **Telephone:** 202-564-4104
    - **Last EDR Contact:** 06/02/2008
    - **Next Scheduled EDR Contact:** 09/01/2008
    - **Data Release Frequency:** No Update Planned

- **PADS:** PCB Activity Database System
  - PCB Activity Database. PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCB’s who are required to notify the EPA of such activities.
    - **Source:** EPA
    - **Telephone:** 202-564-6023
    - **Last EDR Contact:** 02/08/2019
    - **Next Scheduled EDR Contact:** 05/20/2019
    - **Data Release Frequency:** Quarterly

- **ICIS:** Integrated Compliance Information System
  - The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.
    - **Source:** Environmental Protection Agency
    - **Telephone:** 202-564-2501
    - **Last EDR Contact:** 01/07/2019
    - **Next Scheduled EDR Contact:** 04/22/2019
    - **Data Release Frequency:** Quarterly

- **FTTS:** FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
  - FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.
    - **Source:** EPA/Office of Prevention, Pesticides and Toxic Substances
    - **Telephone:** 202-566-1667
    - **Last EDR Contact:** 08/18/2017
    - **Next Scheduled EDR Contact:** 12/04/2017
    - **Data Release Frequency:** Quarterly

- **FTTS INSP:** FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
  - A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.
    - **Source:** EPA
    - **Telephone:** 202-566-1667
    - **Last EDR Contact:** 08/18/2017
    - **Next Scheduled EDR Contact:** 12/04/2017
    - **Data Release Frequency:** Quarterly

- **MLTS:** Material Licensing Tracking System
  - MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.
COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing
A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

HIST FTTS INSPI: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing
A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.
### DOT OPS: Incident and Accident Data
Department of Transportation, Office of Pipeline Safety Incident and Accident data.

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### CONSENT: Superfund (CERCLA) Consent Decrees
Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

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<tr>
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</table>

### BRS: Biennial Reporting System
The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

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### INDIAN RESERV: Indian Reservations
This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

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<td>04/22/2019</td>
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### FUSRAP: Formerly Utilized Sites Remedial Action Program
DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

<table>
<thead>
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<tr>
<td>05/20/2019</td>
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</tbody>
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### UMTRA: Uranium Mill Tailings Sites
Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.
LEAD SMELTER 1: Lead Smelter Sites
A listing of former lead smelter site locations.

Date of Government Version: 12/12/2018
Date Data Arrived at EDR: 12/28/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 14
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Varies

Source: Environmental Protection Agency
Telephone: 703-603-8787

LEAD SMELTER 2: Lead Smelter Sites
A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust.

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Source: American Journal of Public Health
Telephone: 703-305-6451

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)
The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

Source: EPA
Telephone: 202-564-2496

US AIRS MINOR: Air Facility System Data
A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

Source: EPA
Telephone: 202-564-2496

US MINES: Mines Master Index File
Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/01/2018
Date Data Arrived at EDR: 08/29/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 37
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: Semi-Annually

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing
This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.
US MINES 3: Active Mines & Mineral Plants Database Listing
Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97
Next Scheduled EDR Contact: 03/11/2019
Source: USGS
Telephone: 703-648-7709
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines
An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3
Next Scheduled EDR Contact: 03/25/2019
Source: Department of Interior
Telephone: 202-208-2609
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System
Facility Index System. FINDS contains both facility information and ‘pointers’ to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 11/15/2018
Date Data Arrived at EDR: 12/05/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 37
Next Scheduled EDR Contact: 03/18/2019
Source: EPA
Telephone: (214) 665-2200
Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information
ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 09/02/2018
Date Data Arrived at EDR: 09/05/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 9
Next Scheduled EDR Contact: 03/18/2019
Source: Environmental Protection Agency
Telephone: 202-564-2280
Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing
A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 07/26/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 71
Next Scheduled EDR Contact: 03/11/2019
Source: Environmental Protection Agency
Telephone: 202-564-0527
Data Release Frequency: Varies
### UXO: Unexploded Ordnance Sites
A listing of unexploded ordnance site locations

| Date of Government Version: 09/30/2017 | Source: Department of Defense |
| Date Data Arrived at EDR: 06/19/2018 | Telephone: 703-704-1564 |
| Date Made Active in Reports: 09/14/2018 | Last EDR Contact: 01/14/2019 |
| Number of Days to Update: 87 | Next Scheduled EDR Contact: 04/29/2019 |
| Data Release Frequency: Varies | |

### FUELS PROGRAM: EPA Fuels Program Registered Listing
This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

| Date of Government Version: 08/22/2018 | Source: EPA |
| Date Data Arrived at EDR: 08/22/2018 | Telephone: 800-385-6164 |
| Date Made Active in Reports: 10/05/2018 | Last EDR Contact: 11/19/2018 |
| Number of Days to Update: 44 | Next Scheduled EDR Contact: 03/04/2019 |
| Data Release Frequency: Quarterly | |

### AIRS: Current Emission Inventory Data
The database lists by company, along with their actual emissions, the TNRCC air accounts that emit EPA criteria pollutants.

| Date of Government Version: 10/24/2018 | Source: Texas Commission on Environmental Quality |
| Date Data Arrived at EDR: 10/25/2018 | Telephone: N/A |
| Date Made Active in Reports: 11/20/2018 | Last EDR Contact: 12/07/2018 |
| Number of Days to Update: 26 | Next Scheduled EDR Contact: 03/25/2019 |
| Data Release Frequency: Semi-Annually | |

### APAR: Affected Property Assessment Report Site Listing
Listing of Sites That Have Received an APAR (Affected Property Assessment Report)

| Date of Government Version: 10/11/2018 | Source: Texas Commission on Environmental Quality |
| Date Data Arrived at EDR: 10/18/2018 | Telephone: 512-239-5872 |
| Date Made Active in Reports: 11/08/2018 | Last EDR Contact: 01/07/2019 |
| Number of Days to Update: 21 | Next Scheduled EDR Contact: 04/22/2019 |
| Data Release Frequency: Varies | |

### ASBESTOS: Asbestos Notification Listing
A listing of asbestos notification site locations.

| Date of Government Version: 12/11/2018 | Source: Department of State Health Services |
| Date Data Arrived at EDR: 12/11/2018 | Telephone: 512-834-6787 |
| Date Made Active in Reports: 02/07/2019 | Last EDR Contact: 11/30/2018 |
| Number of Days to Update: 58 | Next Scheduled EDR Contact: 03/04/2019 |
| Data Release Frequency: Varies | |

### COAL ASH: Coal Ash Disposal Sites
A listing of facilities that use surface impoundments or landfills to dispose of coal ash.

| Date of Government Version: 05/02/2018 | Source: Texas Commission on Environmental Quality |
| Date Data Arrived at EDR: 05/07/2018 | Telephone: 512-239-6624 |
| Date Made Active in Reports: 06/07/2018 | Last EDR Contact: 01/28/2019 |
| Number of Days to Update: 31 | Next Scheduled EDR Contact: 05/11/2019 |
| Data Release Frequency: Varies | |

### DRYCLEANERS: Drycleaner Registration Database Listing
A listing of drycleaning facilities.

| Date of Government Version: 11/02/2018 | Source: Texas Commission on Environmental Quality |
| Date Data Arrived at EDR: 11/29/2018 | Telephone: 512-239-2160 |
| Date Made Active in Reports: 02/08/2019 | Last EDR Contact: 01/29/2018 |
| Number of Days to Update: 71 | Next Scheduled EDR Contact: 03/11/2019 |
| Data Release Frequency: Varies | |
ED AQUIF: Edwards Aquifer Permits
A listing of permits in the Edwards Aquifer Protection Program database. The information provided is for the counties located in the Austin Region (Hays, Travis, and Williamson counties).
Date of Government Version: 09/26/2018
Date Data Arrived at EDR: 09/28/2018
Date Made Active in Reports: 10/31/2018
Number of Days to Update: 33
Source: Texas Commission on Environmental Quality, Austin Region
Telephone: 512-339-2929
Last EDR Contact: 12/20/2018
Next Scheduled EDR Contact: 04/08/2019
Data Release Frequency: Varies

ENFORCEMENT: Notice of Violations Listing
A listing of permit violations.
Date of Government Version: 10/03/2018
Date Data Arrived at EDR: 10/05/2018
Date Made Active in Reports: 11/07/2018
Number of Days to Update: 33
Source: Texas Commission on Environmental Quality
Telephone: 512-239-6012
Last EDR Contact: 12/27/2018
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Semi-Annually

Financial Assurance 1: Financial Assurance Information Listing
Financial assurance information.
Date of Government Version: 09/26/2018
Date Data Arrived at EDR: 10/03/2018
Date Made Active in Reports: 11/07/2018
Number of Days to Update: 35
Source: Texas Commission on Environmental Quality
Telephone: 512-239-6239
Last EDR Contact: 12/20/2018
Next Scheduled EDR Contact: 04/08/2019
Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Listing
Financial Assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.
Date of Government Version: 12/03/2018
Date Data Arrived at EDR: 12/26/2018
Date Made Active in Reports: 02/08/2019
Number of Days to Update: 44
Source: Texas Commission on Environmental Quality
Telephone: 512-239-0986
Last EDR Contact: 12/26/2018
Next Scheduled EDR Contact: 01/07/2019
Data Release Frequency: Quarterly

GCC: Groundwater Contamination Cases
Texas Water Code, Section 26.406 requires the annual report to describe the current status of groundwater monitoring activities conducted or required by each agency at regulated facilities or associated with regulated activities. The report is required to contain a description of each case of groundwater contamination documented during the previous calendar year. Also to be included, is a description of each case of contamination documented during previous periods for which voluntary clean up action was incomplete at the time the preceding report was issued. The report is also required to indicate the status of enforcement action for each listed case.
Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 08/31/2018
Date Made Active in Reports: 09/26/2018
Number of Days to Update: 26
Source: Texas Commission on Environmental Quality
Telephone: 512-239-5690
Last EDR Contact: 11/30/2018
Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: Annually

Ind. Haz Waste: Industrial & Hazardous Waste Database
Summary reports reported by waste handlers, generators and shippers in Texas.
Date of Government Version: 10/05/2018
Date Data Arrived at EDR: 10/17/2018
Date Made Active in Reports: 11/07/2018
Number of Days to Update: 21
Source: Texas Commission on Environmental Quality
Telephone: 512-239-0985
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Annually
IHW CORR ACTION: Industrial hazardous waste facilities with corrective actions.

- Date of Government Version: 10/01/2018
- Date Data Arrived at EDR: 10/02/2018
- Date Made Active in Reports: 11/08/2018
- Number of Days to Update: 37
- Next Scheduled EDR Contact: 04/15/2019
- Data Release Frequency: Varies
- Source: Texas Commission on Environmental Quality
- Telephone: 512-239-5872
- Last EDR Contact: 01/11/2019

IOP: Innocent Owner/Operator Program

- Contains information on all sites that are in the IOP. An IOP is an innocent owner or operator whose property is contaminated as a result of a release or migration of contaminants from a source or sources not located on the property, and they did not cause or contribute to the source or sources of contamination.

- Date of Government Version: 10/01/2018
- Date Data Arrived at EDR: 10/02/2018
- Date Made Active in Reports: 11/08/2018
- Number of Days to Update: 37
- Next Scheduled EDR Contact: 04/15/2019
- Data Release Frequency: Varies
- Source: Texas Commission on Environmental Quality
- Telephone: 512-239-5894
- Last EDR Contact: 01/16/2019

LEAD: Lead Inspection Listing

- Lead inspection sites
- Date of Government Version: 09/05/2018
- Date Data Arrived at EDR: 09/07/2018
- Date Made Active in Reports: 09/26/2018
- Number of Days to Update: 19
- Next Scheduled EDR Contact: 03/04/2019
- Data Release Frequency: Quarterly
- Source: Department of State Health Services
- Telephone: 512-834-6600
- Last EDR Contact: 12/03/2018

MSD: Municipal Settings Designations Database

- An MSD is an official state designation given to property within a municipality or its extraterritorial jurisdiction that certifies that designated groundwater at the property is not use as potable water, and is prohibited from future use as potable water because that groundwater is contaminated in excess of the applicable potable-water protective concentration level.

- Date of Government Version: 07/25/2018
- Date Data Arrived at EDR: 07/31/2018
- Date Made Active in Reports: 09/05/2018
- Number of Days to Update: 36
- Next Scheduled EDR Contact: 05/11/2019
- Data Release Frequency: Varies
- Source: Texas Commission on Environmental Quality
- Telephone: 512-239-4982
- Last EDR Contact: 01/16/2019

NPDES: NPDES Facility List

- Permitted wastewater outfalls.

- Date of Government Version: 11/12/2018
- Date Data Arrived at EDR: 11/15/2018
- Date Made Active in Reports: 12/27/2018
- Number of Days to Update: 42
- Next Scheduled EDR Contact: 02/25/2019
- Data Release Frequency: Varies
- Source: Texas Commission on Environmental Quality
- Telephone: 512-239-4591
- Last EDR Contact: 11/15/2018

RWS: Radioactive Waste Sites

- Sites in the State of Texas that have been designated as Radioactive Waste sites.

- Date of Government Version: 07/24/2006
- Date Data Arrived at EDR: 12/14/2006
- Date Made Active in Reports: 01/23/2007
- Number of Days to Update: 40
- Next Scheduled EDR Contact: 02/25/2019
- Data Release Frequency: Semi-Annually
- Source: Texas Commission on Environmental Quality
- Telephone: 512-239-0859
- Last EDR Contact: 11/16/2018
TIER 2: Tier 2 Chemical Inventory Reports
A listing of facilities which store or manufacture hazardous materials and submit a chemical inventory report.
Date of Government Version: 12/31/2012  Source: Department of State Health Services
Date Data Arrived at EDR: 06/07/2013  Telephone: 512-834-6603
Date Made Active in Reports: 07/22/2013  Last EDR Contact: 12/03/2018
Number of Days to Update: 45  Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Annually

UIC: Underground Injection Wells Database Listing
Class V injection wells regulated by the TCEQ. Class V wells are used to inject non-hazardous fluids underground. Most Class V wells are used to dispose of wastes into or above underground sources of drinking water and can pose a threat to ground water quality, if not managed properly.
Date of Government Version: 09/14/2018  Source: Texas Commission on Environmental Quality
Date Data Arrived at EDR: 09/14/2018  Telephone: 512-239-6627
Date Made Active in Reports: 09/26/2018  Last EDR Contact: 01/14/2019
Number of Days to Update: 12  Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Varies

COMP HIST: Compliance History Listing
A listing of compliance histories of regulated entities.
Date of Government Version: 11/15/2018  Source: Texas Commission on Environmental Quality
Date Data Arrived at EDR: 11/29/2018  Telephone: 512-239-3282
Date Made Active in Reports: 02/08/2019  Last EDR Contact: 11/29/2018
Number of Days to Update: 71  Next Scheduled EDR Contact: 03/11/2019
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR MGP: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR’s researchers. Manufactured gas sites were used in the United States from the 1800’s to 1950’s to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A  Source: EDR, Inc.
Date Data Arrived at EDR: N/A  Telephone: N/A
Date Made Active in Reports: N/A  Last EDR Contact: N/A
Number of Days to Update: N/A  Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations
EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR’s review was limited to those categories of sources that might, in EDR’s opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as “High Risk Historical Records”, or HRHR. EDR’s HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A  Source: EDR, Inc.
Date Data Arrived at EDR: N/A  Telephone: N/A
Date Made Active in Reports: N/A  Last EDR Contact: N/A
Number of Days to Update: N/A  Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies
EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A
Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Texas Commission of Environmental Quality in Texas formerly known as Texas Natural Resources Conservation Commission which changed in 2002.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/26/2013
Number of Days to Update: 178
Source: Texas Commission on Environmental Quality
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Texas Commission of Environmental Quality in Texas formerly known as Texas Natural Resources Conservation Commission which changed in 2002.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/13/2014
Number of Days to Update: 196
Source: Texas Commission on Environmental Quality
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

TRAVIS COUNTY:

HIST UST AUSTIN: Historic Tank Records

A listing of historic records from the City of Austin.

Date of Government Version: 06/25/2012
Date Data Arrived at EDR: 06/29/2012
Date Made Active in Reports: 08/23/2012
Number of Days to Update: 55
Source: Department of Planning & Development Review
Telephone: 512-974-2715
Last EDR Contact: 12/03/2018
Next Scheduled EDR Contact: 03/18/2019
Data Release Frequency: Varies
Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 11/12/2018
Date Data Arrived at EDR: 11/14/2018
Date Made Active in Reports: 12/04/2018
Number of Days to Update: 20

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 02/12/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 07/13/2018
Date Made Active in Reports: 08/01/2018
Number of Days to Update: 19

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 01/07/2019
Next Scheduled EDR Contact: 04/22/2019
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Facility is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 10/01/2018
Date Data Arrived at EDR: 10/31/2018
Date Made Active in Reports: 12/20/2018
Number of Days to Update: 50

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 01/30/2019
Next Scheduled EDR Contact: 05/11/2019
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 10/23/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 35

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 01/11/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 02/23/2018
Date Made Active in Reports: 04/09/2018
Number of Days to Update: 45

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 11/16/2018
Next Scheduled EDR Contact: 03/04/2019
Data Release Frequency: Annually

VT MANIFEST: Hazardous Waste Manifest Data
Hazardous waste manifest information.

Date of Government Version: 11/07/2018
Date Data Arrived at EDR: 11/08/2018
Date Made Active in Reports: 12/28/2018
Number of Days to Update: 50

Source: Department of Environmental Conservation
Telephone: 802-241-3443
Last EDR Contact: 01/14/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Annually
WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Source: Department of Natural Resources

Date Data Arrived at EDR: 06/15/2018
Telephone: N/A

Date Made Active in Reports: 07/09/2018
Last EDR Contact: 12/07/2018

Number of Days to Update: 24
Next Scheduled EDR Contact: 03/25/2019
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous))
N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data
Source: PennWell Corporation

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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Child Care Facility List
Source: Department of Protective & Regulatory Services
Telephone: 512-438-3269

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Texas General Land Office
Telephone: 512-463-0745

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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EDR’s GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.
GROUNDWATER FLOW DIRECTION INFORMATION
Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

TOPOGRAPHIC INFORMATION
Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY
General Topographic Gradient: General SSW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES

Source: Topography has been determined from the USGS 7.5’ Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.
HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<table>
<thead>
<tr>
<th>Flood Plain Panel at Target Property</th>
<th>FEMA Source Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Reported</td>
<td>FEMA Source Type</td>
</tr>
<tr>
<td>Additional Panels in search area:</td>
<td>FEMA Source Type</td>
</tr>
<tr>
<td>Not Reported</td>
<td>FEMA Source Type</td>
</tr>
</tbody>
</table>

NATIONAL WETLAND INVENTORY

| NWI Quad at Target Property     | NWI Electronic Data Coverage |
| NOT AVAILABLE                  | YES - refer to the Overview Map and Detail Map |

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:
- Search Radius: 1.25 miles
- Status: Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<table>
<thead>
<tr>
<th>MAP ID</th>
<th>LOCATION</th>
<th>GENERAL DIRECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Reported</td>
<td>FROM TP</td>
<td>GROUNDWATER FLOW</td>
</tr>
</tbody>
</table>

* ©1996 Site–specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.
GROUNDWATER FLOW VELOCITY INFORMATION
Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY
Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT
- Era: Paleozoic
- System: Permian
- Series: Upper part of Leonardian Series
- Code: P3b (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION
- Category: Stratified Sequence

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture’s (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: WOODWARD
Soil Surface Texture: loam
Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.
Soil Drainage Class: Well drained
Hydric Status: Not hydric
Corrosion Potential - Uncoated Steel: Low
Depth to Bedrock Min: > 0 inches
Depth to Watertable Min: > 0 inches

<table>
<thead>
<tr>
<th>Layer</th>
<th>Upper</th>
<th>Lower</th>
<th>Soil Texture Class</th>
<th>AASHTO Group</th>
<th>Unified Soil</th>
<th>Saturated hydraulic conductivity micro m/sec</th>
<th>Soil Reaction (pH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0 inches</td>
<td>7 inches</td>
<td>loam</td>
<td>Not reported</td>
<td>Not reported</td>
<td>Max: 4 Min: 1.4</td>
<td>Max: Min:</td>
</tr>
<tr>
<td>2</td>
<td>7 inches</td>
<td>31 inches</td>
<td>loam</td>
<td>Not reported</td>
<td>Not reported</td>
<td>Max: 4 Min: 1.4</td>
<td>Max: Min:</td>
</tr>
<tr>
<td>3</td>
<td>31 inches</td>
<td>53 inches</td>
<td>bedrock</td>
<td>Not reported</td>
<td>Not reported</td>
<td>Max: 4 Min: 1.4</td>
<td>Max: Min:</td>
</tr>
</tbody>
</table>

Soil Map ID: 2

Soil Component Name: QUINLAN
Soil Surface Texture: loam
Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.
Soil Drainage Class: Well drained
Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

### Soil Layer Information

<table>
<thead>
<tr>
<th>Layer</th>
<th>Boundary</th>
<th>Soil Texture Class</th>
<th>AASHTO Group</th>
<th>Unified Soil</th>
<th>Saturated hydraulic conductivity micro m/sec</th>
<th>Soil Reaction (pH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0 inches</td>
<td>12 inches</td>
<td>loam</td>
<td>Not reported</td>
<td>Not reported</td>
<td>Max: Min:</td>
</tr>
<tr>
<td>2</td>
<td>12 inches</td>
<td>44 inches</td>
<td>bedrock</td>
<td>Not reported</td>
<td>Not reported</td>
<td>Max: Min:</td>
</tr>
</tbody>
</table>

Soil Map ID: 3

Soil Component Name: COLORADO

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches
Soil Map ID: 4

Soil Component Name: PADUCAH

Soil Surface Texture: loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

---

Soil Layer Information

<table>
<thead>
<tr>
<th>Layer</th>
<th>Boundary</th>
<th>Classification</th>
<th>Saturated hydraulic conductivity micro m/sec</th>
<th>Soil Reaction (pH)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Upper</td>
<td>Lower</td>
<td>Soil Texture Class</td>
<td>AASHTO Group</td>
</tr>
<tr>
<td>1</td>
<td>0 inches</td>
<td>7 inches</td>
<td>loam</td>
<td>Not reported</td>
</tr>
<tr>
<td>2</td>
<td>7 inches</td>
<td>42 inches</td>
<td>silty clay loam</td>
<td>Not reported</td>
</tr>
<tr>
<td>3</td>
<td>42 inches</td>
<td>53 inches</td>
<td>loam</td>
<td>Not reported</td>
</tr>
<tr>
<td>4</td>
<td>53 inches</td>
<td>79 inches</td>
<td>bedrock</td>
<td>Not reported</td>
</tr>
</tbody>
</table>

---

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

---

WELL SEARCH DISTANCE INFORMATION

<table>
<thead>
<tr>
<th>DATABASE</th>
<th>SEARCH DISTANCE (miles)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal USGS</td>
<td>1.000</td>
</tr>
<tr>
<td>Federal FRDS PWS</td>
<td>Nearest PWS within 1 mile</td>
</tr>
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Note: PWS System location is not always the same as well location.

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### OTHER STATE DATABASE INFORMATION

## STATE OIL/GAS WELL INFORMATION

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**Direction**

**Distance**

**Elevation**

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**Database:** Submitted Drillers Reports Database (Plugged)

**Details Reports For:** Plug Data

**Submitted Date:** 2007-12-21

**Driller License:** Not Reported

**Original License #:** 5044

**Plug Date:** 2007-12-20

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Owner Name:** Skinny’s LLC

**Well #:** MW-18

**Original Driller:** White

**Original Company Name:** Not Reported

**Original Well Use:** Monitor

**Original Drill Date:** 2003-05-16

**Well #:** Skinny’s LL

**Owner Name:** Not Reported

**Well Report #:** Not Reported

**Unit:** Not Reported

**Amount:** 1.0-Bent. Chips

**Plug Seal:** 2

**Bottom Depth:** Not Reported

**Top Depth:** 6.5

**Diameter:** Not Reported

**Plug Range:** Not Reported

**Plug Casing:** 2

**Top Depth:** Not Reported

**Diameter:** 2

**Plug Seal:** 0.5-Concrete

**Unit:** Not Reported

**Comments:** No Data

**Comments:** Not Reported

**Apprentice Reg #:** 3304

**Driller License:** Gary D. Dickerson

**Plugger Name:** ICE, Inc.

**Company Name:** Not Reported

**Variance #:** 2007-12-20

**Plug Date:** 2007-12-20

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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### A2

**Direction**

**Distance**

**Elevation**

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**Database:** Submitted Drillers Reports Database (Plugged)

**Details Reports For:** Plug Data

**Submitted Date:** 2007-12-21

**Driller License:** Not Reported

**Original License #:** 0697

**Plug Date:** 1996-08-12

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Owner Name:** Skinny’s LLC

**Well #:** MW-8

**Original Driller:** Leonard

**Original Company Name:** Not Reported

**Original Well Use:** Monitor

**Original Drill Date:** Not Reported

**Well #:** Skinny’s LL

**Owner Name:** Not Reported

**Well Report #:** Not Reported

**Unit:** Not Reported

**Amount:** Not Reported

**Plug Seal:** Not Reported

**Bottom Depth:** Not Reported

**Top Depth:** 0

**Plug Range:** Not Reported

**Plug Casing:** 0

**Top Depth:** Not Reported

**Plug Seal:** 0.5-Concrete

**Unit:** Not Reported

**Comments:** No Data

**Comments:** Not Reported

**Apprentice Reg #:** 3304

**Driller License:** Gary D. Dickerson

**Plugger Name:** ICE, Inc.

**Company Name:** Not Reported

**Variance #:** 2007-12-20

**Plug Date:** 2007-12-20

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
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**Plug Data**
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2007-12-20
**Company Name:** ICE, Inc.
**Driller License:** 3304
**Comments:** No Data
**Apprentice Reg #:** Not Reported
**Driller License:** Gary D. Dickerson

**Plug Method:**
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
### A4 
**ENE**  
1/2 - 1 Mile  
Lower

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### A5 
**ENE**  
1/2 - 1 Mile  
Lower

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Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.
### Well Report 1:

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

### Well Report 2:

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

### Well Report 3:

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
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- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

### Well Report 4:

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

### Well Report 5:

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
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- Unit: Not Reported

**Plug Seal:**
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### Well Report 6:

**Plug Seal:**
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- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
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**Plug Seal:**
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**Plug Seal:**
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- Unit: Not Reported

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**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
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**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
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### Well Report 8:

**Plug Seal:**
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- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
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**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

### Well Report 9:

**Plug Seal:**
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- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
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**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

### Well Report 10:

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal:**
- Top Depth: 0
- Unit: Not Reported
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

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Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

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Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

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Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.
**GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS**

### Well Report 1

**Plug Date:** 2007-12-20  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

### Well Report 2

**Plug Date:** 2007-12-20  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

### Well Report 3

**Plug Date:** 2007-12-21  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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**Database:** Submitted Drillers Reports Database (Plugged)  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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**A10 ENE 1/2 - 1 Mile Lower**

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**Unit:** Not Reported

**Plug Date:** 2007-12-21  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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**Database:** Submitted Drillers Reports Database (Plugged)  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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**A11 ENE 1/2 - 1 Mile Lower**

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**Plug Seal:** Not Reported  
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**Plug Date:** 2007-12-21  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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<tbody>
<tr>
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<td>Plug Seal:</td>
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<td>Unit:</td>
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**Database:** Submitted Drillers Reports Database (Plugged)  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

---

**TX WELLS TXPLU5000064515**

### Well Report 1

**Plug Date:** 2007-12-20  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Range</th>
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<tbody>
<tr>
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<td>20</td>
<td>Plug Seal:</td>
<td>1.5-Bent. Chips</td>
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<tr>
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**Database:** Submitted Drillers Reports Database (Plugged)  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

---

**TX WELLS TXPLU5000064521**

### Well Report 2

**Plug Date:** 2007-12-21  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

<table>
<thead>
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<tr>
<td>Bottom Depth:</td>
<td>20</td>
<td>Plug Seal:</td>
<td>1.5-Bent. Chips</td>
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<tr>
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**Database:** Submitted Drillers Reports Database (Plugged)  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

---
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Bore Hole</th>
<th>Diameter:</th>
<th>4.75</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top Depth:</td>
<td>Not Reported</td>
<td>Bottom Depth:</td>
<td>19</td>
</tr>
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</table>

Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Range</th>
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<tr>
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<td>0.5-Concrete</td>
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<tr>
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Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Range</th>
<th>Top Depth:</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bottom Depth:</td>
<td>19</td>
<td>Plug Seal:</td>
<td>1.5-Bent. Chips</td>
</tr>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
<td>Unit:</td>
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</tr>
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</table>
**GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS**

### Database:
- Submitted Drillers Reports Database (Plugged)

### Plugging Rpt #:
- 44603

### Borehole Depth (ft):
- 20

### Details Reports For:
- Plug Data
- Submitted Date: 2007-12-21

### Owner Name:
- Skinny's LLC

### Well Type:
- Monitor

### & Wells Plugged:
- Not Reported

### Elevation:
- Not Reported

### Original Company Name:
- Not Reported

### Original Well Use:
- White

### Original License #:
- 5044

### Original Well Use:
- Monitor

### Original Drill Date:
- 1997-07-22

### Plug Method:
- Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

### Plug Date:
- 2007-12-20

### Company Name:
- ICE, Inc.

### Variance #:
- Not Reported

### Driller License:
- 3304

### Apprentice Reg #:
- Not Reported

### Comments:
- No Data

### Well Report #:
- 30

### Well #: Skinny's LLC

### Top Depth:
- 4.75

### Database:
- Submitted Drillers Reports Database (Plugged)

### Plugging Rpt #:
- 44602

### Borehole Depth (ft):
- 30

### Details Reports For:
- Plug Data
- Submitted Date: 2007-12-21

### Owner Name:
- Skinny's LLC

### Well Type:
- Monitor

### & Wells Plugged:
- Not Reported

### Elevation:
- Not Reported

### Original Company Name:
- Not Reported

### Original Well Use:
- White

### Original License #:
- 5044

### Original Well Use:
- Monitor

### Original Drill Date:
- 1997-08-11

### Plug Method:
- Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

### Plug Date:
- 2007-12-20

### Company Name:
- ICE, Inc.

### Variance #:
- Not Reported

### Driller License:
- 3304

### Apprentice Reg #:
- Not Reported

### Comments:
- No Data

### Well Report #:
- 30

### Well #: Skinny's LLC

### Top Depth:
- 4.75

### Database:
- Submitted Drillers Reports Database (Plugged)

### Plugging Rpt #:
- 44603

### Borehole Depth (ft):
- 20

### Details Reports For:
- Plug Data
- Submitted Date: 2007-12-21

### Owner Name:
- Skinny's LLC

### Well Type:
- Monitor

### & Wells Plugged:
- Not Reported

### Elevation:
- Not Reported

### Original Company Name:
- Not Reported

### Original Well Use:
- White

### Original License #:
- 5044

### Original Well Use:
- Monitor

### Original Drill Date:
- 1997-07-22

### Plug Method:
- Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

### Plug Date:
- 2007-12-20

### Company Name:
- ICE, Inc.

### Variance #:
- Not Reported

### Driller License:
- 3304

### Apprentice Reg #:
- Not Reported

### Comments:
- No Data

### Well Report #:
- 30

### Well #: Skinny's LLC

### Top Depth:
- 4.75

### Database:
- Submitted Drillers Reports Database (Plugged)

### Plugging Rpt #:
- 44602

### Borehole Depth (ft):
- 30

### Details Reports For:
- Plug Data
- Submitted Date: 2007-12-21

### Owner Name:
- Skinny's LLC

### Well Type:
- Monitor

### & Wells Plugged:
- Not Reported

### Elevation:
- Not Reported

### Original Company Name:
- Not Reported

### Original Well Use:
- White

### Original License #:
- 5044

### Original Well Use:
- Monitor

### Original Drill Date:
- 1997-08-11

### Plug Method:
- Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

### Plug Date:
- 2007-12-20

### Company Name:
- ICE, Inc.

### Variance #:
- Not Reported

### Driller License:
- 3304

### Apprentice Reg #:
- Not Reported

### Comments:
- No Data

### Well Report #:
- 30

### Well #: Skinny's LLC

### Top Depth:
- 4.75
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<tr>
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<tr>
<td>Amount:</td>
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</table>

A15
ENE
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 44597
Borehole Depth (ft): 20

Details Reports For: Plug Data
Owner Name: Skinny's LLC
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1997-07-21
Plug Date: 2007-12-20
Company Name: ICE, Inc.
Driller License: 3304

Comments: No Data

Details Reports For: Plug Bore Hole
Top Depth: Not Reported
Diameter: 4.75
Bottom Depth: 20

Details Reports For: Plug Range
Bottom Depth: 2
Top Depth: 0
Plug Seal: 0.5-Concrete
Unit: Not Reported
Amount: Not Reported

Details Reports For: Plug Range
Bottom Depth: 30
Top Depth: 2
Plug Seal: 1.5-Bent. Chips
Unit: Not Reported
Amount: Not Reported

Comments: No Data

Database:
Submitted Drillers Reports Database (Plugged)
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.
A18
ENE
1/2 - 1 Mile
Lower

Comments: No Data
Comments: Not Reported

Details Reports For: Plug Bore Hole
Top Depth: Not Reported
Bottom Depth: Not Reported
Amount: Not Reported
Diameter: 4.75
Bottom Depth: 20
Plug Seal: 1.5-Bent. Chips
Unit: Not Reported

Details Reports For: Plug Range
Bottom Depth: 20
Amount: Not Reported
Top Depth: 2
Plug Seal: Not Reported
Unit: Not Reported

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported
Top Depth: 0
Plug Seal: 0.5-Concrete
Unit: Not Reported

Details Reports For: Plug Range
Bottom Depth: Not Reported
Amount: Not Reported
Top Depth: Not Reported
Plug Seal: Not Reported
Unit: Not Reported

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 44598
Borehole Depth (ft): 20
Well Type: Monitor
Well Report #: Not Reported
Submitted Date: 2007-12-21

Owner Name: Skinny’s LLC
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1997-07-21
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2007-12-20
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data
Variance #: Not Reported
Plugger Name: Gary D. Dickerson
Apprentice Reg #: Not Reported
Comments: Not Reported

Details Reports For: Plug Bore Hole
Top Depth: Not Reported
Bottom Depth: 20
Diameter: 4.75

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported
Top Depth: 0
Plug Seal: 0.5-Concrete
Unit: Not Reported

Details Reports For: Plug Range
Bottom Depth: 20
Amount: Not Reported
Top Depth: 2
Plug Seal: 1.5-Bent. Chips
Unit: Not Reported
### A20

**Database:** Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:** 36577

**Borehole Depth (ft):** 15

**Details Reports For:** Plug Data

**Submitted Date:** 2007-02-22

**Owner Name:** Skinny’s, Inc.

**Well #:** Monitor

**Elevation:** Not Reported

**Original Well Use:** White

**Original Driller:** White

**Original License #:** 5044

**Original Well Use:** Monitor

**Original Drill Date:** 1996-08-13

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2007-02-21

**Company Name:** ICE, Inc.

**Pluggers Name:** Gary D. Dickerson

**Driller License:** 3304

**Apprentice Reg #:** Not Reported

**Comments:** Not Reported

**Details Reports For:** Plug Range

**Top Depth:** 0

**Bottom Depth:** 2

**Amount:** Not Reported

**Plug Seal:** 0.5-Concrete

**Unit:** Not Reported

**Details Reports For:** Plug Range

**Top Depth:** 2

**Bottom Depth:** 18

**Amount:** Not Reported

**Plug Seal:** 1.0-Bent. Chips

**Unit:** Not Reported

---

### A19

**Database:** Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:** 36575

**Borehole Depth (ft):** 18

**Details Reports For:** Plug Data

**Submitted Date:** 2007-02-22

**Owner Name:** Skinny’s, Inc.

**Well #:** Monitor

**Elevation:** Not Reported

**Original Well Use:** White

**Original Driller:** White

**Original License #:** 5044

**Original Well Use:** Monitor

**Original Drill Date:** 1996-06-03

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2007-02-21

**Company Name:** ICE, Inc.

**Pluggers Name:** Gary D. Dickerson

**Driller License:** 3304

**Apprentice Reg #:** Not Reported

**Comments:** Not Reported

**Details Reports For:** Plug Bore Hole

**Diameter:** 4.75

**Bottom Depth:** 18

**Details Reports For:** Plug Casing

**Top Depth:** 0

**Bottom Depth:** 2

**Details Reports For:** Plug Range

**Top Depth:** 0

**Bottom Depth:** 2

**Amount:** Not Reported

**Plug Seal:** 0.5-Concrete

**Unit:** Not Reported

**Details Reports For:** Plug Range

**Top Depth:** 2

**Bottom Depth:** 18

**Amount:** Not Reported

**Plug Seal:** 1.0-Bent. Chips

**Unit:** Not Reported

---

TC5563191.2s Page A-25
<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Bore Hole</th>
<th>Diameter:</th>
<th>4.75</th>
</tr>
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<tbody>
<tr>
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<td>Bottom Depth:</td>
<td>15</td>
</tr>
<tr>
<td>Details Reports For:</td>
<td>Plug Casing</td>
<td>Top Depth:</td>
<td>0</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>15</td>
<td>Diameter:</td>
<td>2</td>
</tr>
<tr>
<td>Details Reports For:</td>
<td>Plug Range</td>
<td>Top Depth:</td>
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<tr>
<td>Bottom Depth:</td>
<td>2</td>
<td>Plug Seal:</td>
<td>0.5-Concrete</td>
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<tr>
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<td>Details Reports For:</td>
<td>Plug Range</td>
<td>Top Depth:</td>
<td>2</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>15</td>
<td>Plug Seal:</td>
<td>1.0-Bent. Chips</td>
</tr>
<tr>
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<td>Unit:</td>
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</tr>
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</table>

**A21**

**East**

**1/2 - 1 Mile**

**Lower**

**Database:** Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:** 36578

**Borehole Depth (ft):** 15

**Details Reports For:** Plug Data

**Owner Name:** Skinny's, Inc.

**# Wells Plugged:** Not Reported

**Original Company Name:** Not Reported

**Original License #:** 5044

**Original Drill Date:** 1996-08-13

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2007-02-21

**Company Name:** ICE, Inc.

**Driller License:** 3304

**Comments:** No Data

**Details Reports For:** Plug Bore Hole

**Top Depth:** Not Reported

**Details Reports For:** Plug Casing

**Bottom Depth:** 15

**Details Reports For:** Plug Range

**Bottom Depth:** 2

**Details Reports For:** Plug Seal

**Unit:** Not Reported

**Not Reported**
### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

**Details Reports For:** Plug Range  
**Bottom Depth:** 15  
**Amount:** Not Reported  
**Top Depth:** 2  
**Plug Seal:** 1.0-Bent. Chips  
**Unit:** Not Reported

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**A22**  
**East**  
**1/2 - 1 Mile**  
**Lower**

<table>
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<td>20</td>
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<tr>
<td>Details Reports For:</td>
<td>Plug Data</td>
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<tr>
<td>Owner Name:</td>
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</tr>
<tr>
<td># Wells Plugged:</td>
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</tr>
<tr>
<td>Original Company Name:</td>
<td>Not Reported</td>
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<tr>
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<td>5044</td>
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<td>Original Drill Date:</td>
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<tr>
<td>Plug Method:</td>
<td>Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet</td>
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<tr>
<td>Plug Date:</td>
<td>2007-02-21</td>
</tr>
<tr>
<td>Company Name:</td>
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<td>Driller License:</td>
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<tr>
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**A23**  
**East**  
**1/2 - 1 Mile**  
**Lower**

<table>
<thead>
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<th>Database:</th>
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<tr>
<td>Details Reports For:</td>
<td>Plug Data</td>
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<tr>
<td>Owner Name:</td>
<td>Skinny’s, Inc.</td>
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<tr>
<td># Wells Plugged:</td>
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<tr>
<td>Top Depth:</td>
<td>2</td>
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<td>0</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>2</td>
</tr>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Plug Seal:</td>
<td>0.5-Concrete</td>
</tr>
<tr>
<td>Unit:</td>
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</tr>
</tbody>
</table>

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**A22**  
**East**  
**1/2 - 1 Mile**  
**Lower**

<table>
<thead>
<tr>
<th>Database:</th>
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<tr>
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<td>2007-02-21</td>
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<tr>
<td>Company Name:</td>
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</tr>
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<td>Driller License:</td>
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<td>Comments:</td>
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<td>Diameter:</td>
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<td>Bottom Depth:</td>
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**A23**  
**East**  
**1/2 - 1 Mile**  
**Lower**

<table>
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<tr>
<td>Top Depth:</td>
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</tr>
<tr>
<td>Bottom Depth:</td>
<td>2</td>
</tr>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
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<td>Plug Seal:</td>
<td>1.0-Bent. Chips</td>
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### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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<td>Plug Date</td>
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<td>Company Name</td>
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<td>Plugger Name</td>
<td>Gary D. Dickerson</td>
</tr>
<tr>
<td>Driller License</td>
<td>3304</td>
<td>Apprentice Reg #</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Comments</td>
<td>No Data</td>
<td>Comments</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Details Reports For</td>
<td>Plug Bore Hole</td>
<td>Diameter</td>
<td>5</td>
</tr>
<tr>
<td>Top Depth</td>
<td>Not Reported</td>
<td>Bottom Depth</td>
<td>25</td>
</tr>
<tr>
<td>Details Reports For</td>
<td>Plug Casing</td>
<td>Top Depth</td>
<td>0</td>
</tr>
<tr>
<td>Bottom Depth</td>
<td>25</td>
<td>Diameter</td>
<td>2</td>
</tr>
<tr>
<td>Details Reports For</td>
<td>Plug Range</td>
<td>Top Depth</td>
<td>0</td>
</tr>
<tr>
<td>Bottom Depth</td>
<td>2</td>
<td>Plug Seal</td>
<td>0.5-Concrete</td>
</tr>
<tr>
<td>Amount</td>
<td>Not Reported</td>
<td>Unit</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Details Reports For</td>
<td>Plug Range</td>
<td>Top Depth</td>
<td>2</td>
</tr>
<tr>
<td>Bottom Depth</td>
<td>23</td>
<td>Plug Seal</td>
<td>1.0-Bent. Chips</td>
</tr>
<tr>
<td>Amount</td>
<td>Not Reported</td>
<td>Unit</td>
<td>Not Reported</td>
</tr>
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</table>

**Database:** Submitted Drillers Reports Database (Plugged)

| Plugging Rpt #                | 36586        | Well Type             | Monitor        |
| Borehole Depth (ft)           | 20           | Well Report #         | Not Reported   |

| Details Reports For           | Plug Data    | Submitted Date        | 2007-02-22     |
| Owner Name                    | Skinny's, Inc. | Well #                | MW-12          |
| # Wells Plugged               | Not Reported | Elevation             | Not Reported   |
| Original Company Name         | Not Reported | Original Driller      | White          |
| Original License #            | 5044         | Original Well Use     | Monitor        |
| Original Drill Date           | 2000-07-27   |                       |                |
| Plug Method                   |              |                       |                |
| Plug Date                      | 2007-02-21   |                       |                |
| Company Name                   | ICE, Inc.    | Plugger Name          | Gary D. Dickerson |
| Driller License                | 3304         | Apprentice Reg #      | Not Reported   |
| Comments                       | No Data      | Comments              | Not Reported   |
| Details Reports For           | Plug Bore Hole | Diameter              | 5             |
| Top Depth                      | Not Reported | Bottom Depth          | 20            |
| Details Reports For           | Plug Range   | Top Depth             | 0             |
| Bottom Depth                   | 2            | Plug Seal             | 0.5-Concrete  |
| Amount                         | Not Reported | Unit                  | Not Reported   |

**A24 East**

**TX WELLS**

**TXPLU5000078984**

| Database:         | Submitted Drillers Reports Database (Plugged) |
| Borehole Depth (ft): | 20         |
| Well Type:         | Monitor    |
| Well Report #:     | Not Reported |

| Details Reports For:      | Plug Data       | Submitted Date: | 2007-02-22 |
| Owner Name:               | Skinny's, Inc.  | Well #:         | MW-12      |
| # Wells Plugged:          | Not Reported    | Elevation:      | Not Reported |
| Original Company Name:    | Not Reported    | Original Driller: | White |
| Original License #:       | 5044           | Original Well Use: | Monitor |
| Original Drill Date:      | 2000-07-27     |                       |            |
| Plug Method:              |              |                       |            |
| Plug Date:                | 2007-02-21    |                       |            |
| Company Name:             | ICE, Inc.     | Plugger Name:       | Gary D. Dickerson |
| Driller License:          | 3304          | Apprentice Reg #:   | Not Reported |
| Comments:                 | No Data       | Comments:           | Not Reported |
| Details Reports For:      | Plug Bore Hole | Diameter:          | 5           |
| Top Depth:                | Not Reported  | Bottom Depth:      | 20          |
| Details Reports For:      | Plug Range    | Top Depth:         | 0           |
| Bottom Depth:             | 2             | Plug Seal:         | 0.5-Concrete |
| Amount:                   | Not Reported  | Unit:               | Not Reported |
### A25
**East**  
1/2 - 1 Mile  
Lower

<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Range</th>
<th>Top Depth:</th>
<th>2</th>
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<tbody>
<tr>
<td>Bottom Depth:</td>
<td>20</td>
<td>Plug Seal:</td>
<td>1.0-Bent. Chips</td>
</tr>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
<td>Unit:</td>
<td>Not Reported</td>
</tr>
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**Database:**  
Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:**  
36582

**Borehole Depth (ft):**  
18

**Owner Name:**  
Skinny’s, Inc.

**Well #:**  
MW-8

**# Wells Plugged:**  
Not Reported

**Elevation:**  
Not Reported

**Original Company Name:**  
Not Reported

**Original Driller:**  
White

**Original License #:**  
5044

**Original Well Use:**  
Monitor

**Original Drill Date:**  
2000-01-22

**Plug Date:**  
2007-02-21

**Plug Method:**  
Other - See Comments

**Company Name:**  
ICE, Inc.

**Plugger Name:**  
Gary D. Dickerson

**Driller License:**  
3304

**Apprentice Reg #:**  
Not Reported

**Comments:**  
This well has been destroyed by highway construction, unable to locate and plug.

### A26
**East**  
1/2 - 1 Mile  
Lower

<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Bore Hole</th>
<th>Diameter:</th>
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</thead>
<tbody>
<tr>
<td>Top Depth:</td>
<td>Not Reported</td>
<td>Bottom Depth:</td>
<td>18</td>
</tr>
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</table>

**Database:**  
Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:**  
36583

**Borehole Depth (ft):**  
18

**Owner Name:**  
Skinny’s, Inc.

**Well #:**  
MW-9

**# Wells Plugged:**  
Not Reported

**Elevation:**  
Not Reported

**Original Company Name:**  
Not Reported

**Original Driller:**  
White

**Original License #:**  
5044

**Original Well Use:**  
Monitor

**Original Drill Date:**  
2000-01-22

**Plug Method:**  
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:**  
2007-02-21

**Plug Seal:**  
20

**Company Name:**  
ICE, Inc.

**Plugger Name:**  
Gary D. Dickerson

**Driller License:**  
3304

**Apprentice Reg #:**  
Not Reported

**Comments:**  
Not Reported
<table>
<thead>
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<th>Details Reports For:</th>
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<th>Diameter:</th>
<th>5</th>
</tr>
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<tr>
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<td>Bottom Depth:</td>
<td>20</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Details Reports For:</td>
<td>Plug Casing</td>
<td>Top Depth:</td>
<td>10</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>18</td>
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<tr>
<td></td>
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<td>0</td>
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<tr>
<td>Bottom Depth:</td>
<td>2</td>
<td>Plug Seal:</td>
<td>0.5-Concrete</td>
</tr>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
<td>Unit:</td>
<td>Not Reported</td>
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<td>2</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>18</td>
<td>Plug Seal:</td>
<td>1.0-Bent. Chips</td>
</tr>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
<td>Unit:</td>
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Plug Method:
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

<table>
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<th>Database:</th>
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<tbody>
<tr>
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<tr>
<td>Borehole Depth (ft):</td>
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<td></td>
<td>Well Type: Monitor</td>
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<td></td>
<td>Well Report #: Not Reported</td>
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Details Reports For: Plug Data
Submitted Date: 2007-02-22

<table>
<thead>
<tr>
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<td># Wells Plugged:</td>
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<td>Original Company Name:</td>
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<tr>
<td></td>
<td>Well #: MW-10</td>
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<td></td>
<td>Elevation: Not Reported</td>
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<tr>
<td></td>
<td>Original Driller: White</td>
</tr>
<tr>
<td></td>
<td>Original Well Use: Monitor</td>
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</table>

Comments:
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

<table>
<thead>
<tr>
<th>Company Name:</th>
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</tr>
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<tbody>
<tr>
<td>Driller License:</td>
<td>3304</td>
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<tr>
<td>Comments:</td>
<td>No Data</td>
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Details Reports For: Plug Bore Hole
Diameter: 5

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Bottom Depth:</td>
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</tbody>
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Details Reports For: Plug Casing
Top Depth: 10
Diameter: 2

<table>
<thead>
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</tr>
</thead>
</table>

Details Reports For: Plug Range
Top Depth: 0
Plug Seal: 0.5-Concrete
Unit: Not Reported

<table>
<thead>
<tr>
<th>Bottom Depth:</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
</tr>
</tbody>
</table>

Details Reports For: Plug Range
Top Depth: 2
Plug Seal: 1.0-Bent. Chips
Unit: Not Reported

<table>
<thead>
<tr>
<th>Bottom Depth:</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
</tr>
</tbody>
</table>
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.  

### Details Reports For: Plug Bore Hole  
**Top Depth:** Not Reported  
**Bottom Depth:** 15  
**Diameter:** 4.75  
**Comments:** Not Reported  

### Details Reports For: Plug Casing  
**Top Depth:** 10  
**Bottom Depth:** 15  
**Diameter:** 2  
**Unit:** Not Reported  

### Details Reports For: Plug Range  
**Top Depth:** 0  
**Plug Seal:** 0.5-Concrete  
**Unit:** Not Reported  

### Details Reports For: Plug Range  
**Top Depth:** 2  
**Plug Seal:** 1.0-Bent. Chips  
**Unit:** Not Reported  

---

Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.  

### Details Reports For: Plug Bore Hole  
**Top Depth:** Not Reported  
**Bottom Depth:** 15  
**Diameter:** 4.75  
**Comments:** Not Reported  

### Details Reports For: Plug Casing  
**Top Depth:** 10  
**Bottom Depth:** 15  
**Diameter:** 2  
**Unit:** Not Reported  

### Details Reports For: Plug Range  
**Top Depth:** 0  
**Plug Seal:** 0.5-Concrete  
**Unit:** Not Reported  

### Details Reports For: Plug Range  
**Top Depth:** 2  
**Plug Seal:** 1.0-Bent. Chips  
**Unit:** Not Reported  

---

Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.  

### Details Reports For: Plug Bore Hole  
**Top Depth:** Not Reported  
**Bottom Depth:** 15  
**Diameter:** 4.75  
**Comments:** Not Reported  

### Details Reports For: Plug Casing  
**Top Depth:** 10  
**Bottom Depth:** 15  
**Diameter:** 2  
**Unit:** Not Reported  

### Details Reports For: Plug Range  
**Top Depth:** 0  
**Plug Seal:** 0.5-Concrete  
**Unit:** Not Reported  

### Details Reports For: Plug Range  
**Top Depth:** 2  
**Plug Seal:** 1.0-Bent. Chips  
**Unit:** Not Reported  

---

Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.
<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Bore Hole</th>
<th>Diameter:</th>
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<tbody>
<tr>
<td>Top Depth:</td>
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<td>Details Reports For:</td>
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<td>Top Depth:</td>
<td>0</td>
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<tr>
<td>Bottom Depth:</td>
<td>15</td>
<td>Diameter:</td>
<td>2</td>
</tr>
<tr>
<td>Details Reports For:</td>
<td>Plug Range</td>
<td>Top Depth:</td>
<td>0</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>2</td>
<td>Plug Seal:</td>
<td>0.5-Concrete</td>
</tr>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
<td>Unit:</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Details Reports For:</td>
<td>Plug Range</td>
<td>Top Depth:</td>
<td>2</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>15</td>
<td>Plug Seal:</td>
<td>1.0-Bent. Chips</td>
</tr>
<tr>
<td>Amount:</td>
<td>Not Reported</td>
<td>Unit:</td>
<td>Not Reported</td>
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**Plug Date:** 2007-02-21  
**Company Name:** ICE, Inc.  
**Driller License:** 3304  
**Comments:** No Data

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet  
**Plug Date:** 2007-02-21  
**Company Name:** ICE, Inc.  
**Driller License:** 3304  
**Comments:** No Data

**Plug Method:** Monitor  
**Variance #:** Not Reported  
**Plugger Name:** Gary D. Dickerson  
**Apprentice Reg #:** Not Reported  
**Comments:** Not Reported
## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

### Details

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</tr>
<tr>
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<td>Unit:</td>
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### A31

**ENE**

1/2 - 1 Mile

**Lower**

<table>
<thead>
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<td>Edr site i:</td>
<td>20883</td>
</tr>
<tr>
<td>Owner:</td>
<td>Skinnys Inc. #045</td>
<td>Owner:</td>
<td>MW-18</td>
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<tr>
<td>Address:</td>
<td>3457 Curry Lane, Abilene, TX 79606</td>
<td>Grid:</td>
<td>29-37-6</td>
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<td>Waddress:</td>
<td>1712 Lamar St., Sweetwater, TX 79556</td>
<td>Lat:</td>
<td>Nolan</td>
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<td>Lat:</td>
<td>32 27 07 N</td>
<td>Long:</td>
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<td>Gps used:</td>
<td>Garman 12XL</td>
<td>Elevation:</td>
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<tr>
<td>Propuse:</td>
<td>Monitor</td>
<td>Type of work:</td>
<td>New Well</td>
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<tr>
<td>Completed:</td>
<td>Not Reported</td>
<td>Diameter:</td>
<td>6.5 in From Surface To 25.0 ft</td>
</tr>
<tr>
<td>Method:</td>
<td>Air Rotary</td>
<td>Bcompletio:</td>
<td>Open Hole</td>
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<tr>
<td>Packed from:</td>
<td>25.0 ft to 3.0 ft</td>
<td>Packsize:</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Finterval:</td>
<td>From 3.0 ft to 1.0 ft with Bent. Pell (#sacks and material)</td>
<td>Flow:</td>
<td>No Data</td>
</tr>
<tr>
<td>Sinterval:</td>
<td>From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)</td>
<td>Cementinwe:</td>
<td>No Data</td>
</tr>
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<td>Tinterval:</td>
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<td>Cementedby:</td>
<td>White Drilling Company, Inc.</td>
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<tr>
<td>Property:</td>
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<td>Static level:</td>
<td>17.15 ft. below land surface on 5/27/2003</td>
<td>Surface:</td>
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<td>Flow:</td>
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<td>Company add:</td>
<td>P.O. Box 906</td>
<td>Ccitystate:</td>
<td>Clyde , TX 79510</td>
</tr>
<tr>
<td>License num:</td>
<td>5044</td>
<td>Wsignature:</td>
<td>John W. White</td>
</tr>
<tr>
<td>Ssignature:</td>
<td>William B. Atkins</td>
<td>Regnum:</td>
<td>1126</td>
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<td>Comments:</td>
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### A32

**ENE**

1/2 - 1 Mile

**Lower**

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<td>Monitor</td>
<td>Well Type:</td>
<td>New Well</td>
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<td>Injurious Water Quality:</td>
<td>no</td>
<td>Borehole Depth (ft):</td>
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<td>2003-05-29</td>
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<td>Well #:</td>
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<tr>
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<td># Wells Drilled:</td>
<td>Not Reported</td>
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<td>Work Type Desc:</td>
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<td>Type of Work:</td>
<td>New Well</td>
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<td>Proposed Use:</td>
<td>Monitor</td>
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TC5563191.2s  Page A-33
<table>
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<tbody>
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<td>Pump Type:</td>
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<tr>
<td>Pump Depth:</td>
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<tr>
<td>Injurious Water:</td>
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<tr>
<td>Driller Name:</td>
<td>John Will White</td>
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<tr>
<td>Plugged within 48 hrs:</td>
<td>No</td>
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<td>Driller License #:</td>
<td>5044</td>
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<th>Details Reports For:</th>
<th>Well Bore Hole</th>
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<tbody>
<tr>
<td>Top Depth:</td>
<td>0</td>
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<tr>
<td>Diameter:</td>
<td>6.5</td>
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<td>Bottom Depth:</td>
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<th>Details Reports For:</th>
<th>Well Drilling Method</th>
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<td>Drill Method:</td>
<td>Air Rotary</td>
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<tr>
<th>Details Reports For:</th>
<th>Well Completion</th>
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<tbody>
<tr>
<td>Borehole Completion:</td>
<td>Filter Packed</td>
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<tr>
<td>Borehole Completion:</td>
<td>Straight Wall</td>
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<td>Borehole Completion:</td>
<td>Open Hole</td>
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<th>Well Filter</th>
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<tr>
<td>Filter Material:</td>
<td>Gravel</td>
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<tr>
<td>Top Depth:</td>
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<th>Details Reports For:</th>
<th>Well Seal Range</th>
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<td>Top Depth:</td>
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</tr>
<tr>
<td>Annular Seal:</td>
<td>3.0</td>
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<td>Unit:</td>
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<th>Details Reports For:</th>
<th>Well Seal Range</th>
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</thead>
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<tr>
<td>Top Depth:</td>
<td>1</td>
</tr>
<tr>
<td>Annular Seal:</td>
<td>Bent. Pell</td>
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<tr>
<td>Unit:</td>
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<th>Well Levels</th>
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<tr>
<td>Measurement:</td>
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<td>Artesian Flow:</td>
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<th>Well Lithology</th>
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<tbody>
<tr>
<td>Migrated Sort #:</td>
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</tr>
<tr>
<td>Bottom Depth:</td>
<td>1.5</td>
</tr>
<tr>
<td>Lithology:</td>
<td>Reddish brown sandy clay.</td>
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<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Lithology</th>
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<tbody>
<tr>
<td>Migrated Sort #:</td>
<td>0</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>4.5</td>
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<tr>
<td>Lithology:</td>
<td>Reddish brown silty sand.</td>
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<tr>
<th>Details Reports For:</th>
<th>Well Lithology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Migrated Sort #:</td>
<td>0</td>
</tr>
<tr>
<td>Bottom Depth:</td>
<td>5.5</td>
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<tr>
<td>Lithology:</td>
<td>Brown sandy clay w/cal. nodules.</td>
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### Well Lithology Details

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<tr>
<th>Details Reports For:</th>
<th>Well Lithology</th>
<th>Migrated Sort #:</th>
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<td>Top Depth:</td>
<td>5.5</td>
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<td>10</td>
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<tr>
<td>Lithology:</td>
<td>Olive gray/reddish brown clayey sand.</td>
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<table>
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<tr>
<th>Details Reports For:</th>
<th>Well Lithology</th>
<th>Migrated Sort #:</th>
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<tbody>
<tr>
<td>Top Depth:</td>
<td>10</td>
<td>Bottom Depth:</td>
<td>13</td>
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<tr>
<td>Lithology:</td>
<td>Reddish brown silty packsand w/gray stringers.</td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Lithology</th>
<th>Migrated Sort #:</th>
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<tbody>
<tr>
<td>Top Depth:</td>
<td>13</td>
<td>Bottom Depth:</td>
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<tr>
<td>Lithology:</td>
<td>Reddish brown silty packsand.</td>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Casing</th>
<th>Migrated Sort #:</th>
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<tr>
<td>Top Depth:</td>
<td>Not Reported</td>
<td>Bottom Depth:</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Migrated Casing Info:</td>
<td>2.0 New PVC Riser 0.0 to 5.0 sch. 40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diameter:</td>
<td>Not Reported</td>
<td>Casing Status:</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Casing Material:</td>
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<td>Casing Type:</td>
<td>Not Reported</td>
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<td>Schedule:</td>
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<td>Gauge:</td>
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<th>Well Casing</th>
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<tr>
<td>Top Depth:</td>
<td>Not Reported</td>
<td>Bottom Depth:</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Migrated Casing Info:</td>
<td>2.0 New PVC Screen 5.0 to 25.0 .020</td>
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<td></td>
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<tr>
<td>Diameter:</td>
<td>Not Reported</td>
<td>Casing Status:</td>
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<td>Casing Material:</td>
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<td>Casing Type:</td>
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<td>Schedule:</td>
<td>Not Reported</td>
<td>Gauge:</td>
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### Submitted Driller Reports Database (Plugged)

<table>
<thead>
<tr>
<th>Database:</th>
<th>Submitted Drillers Reports Database (Plugged)</th>
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</thead>
<tbody>
<tr>
<td>Plugging Rpt #:</td>
<td>34398</td>
</tr>
<tr>
<td>Borehole Depth (ft):</td>
<td>19</td>
</tr>
<tr>
<td>Well Type:</td>
<td>Monitor</td>
</tr>
<tr>
<td>Well Report #:</td>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Data</th>
<th>Submitted Date:</th>
<th>2006-10-30</th>
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<tbody>
<tr>
<td>Owner Name:</td>
<td>Skinny's, Inc.</td>
<td>Well #:</td>
<td>MW-5</td>
</tr>
<tr>
<td># Wells Plugged:</td>
<td>Not Reported</td>
<td>Elevation:</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Original Company Name:</td>
<td>Not Reported</td>
<td>Original Driller:</td>
<td>White</td>
</tr>
<tr>
<td>Original License #:</td>
<td>5044</td>
<td>Original Well Use:</td>
<td>Monitor</td>
</tr>
<tr>
<td>Original Drill Date:</td>
<td>1996-08-14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plug Method:</td>
<td>Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plugs Date:</td>
<td>2006-10-27</td>
<td>Variance #:</td>
<td>Not Reported</td>
</tr>
<tr>
<td>Company Name:</td>
<td>ICE, Inc.</td>
<td>Plugger Name:</td>
<td>Gary D. Dickerson</td>
</tr>
<tr>
<td>Driller License:</td>
<td>3304</td>
<td>Apprentice Reg #:</td>
<td>Not Reported</td>
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<tr>
<td>Comments:</td>
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<td>Comments:</td>
<td>Not Reported</td>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Bore Hole</th>
<th>Diameter:</th>
<th>4.75</th>
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<tbody>
<tr>
<td>Top Depth:</td>
<td>Not Reported</td>
<td>Bottom Depth:</td>
<td>19</td>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Range</th>
<th>Top Depth:</th>
<th>0</th>
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</thead>
<tbody>
<tr>
<td>Bottom Depth:</td>
<td>2</td>
<td>Plug Seal:</td>
<td>0.75-Concrete</td>
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</table>
B34
East
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 34399
Borehole Depth (ft): 20

Details Reports For: Plug Data
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1996-08-14
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Details Reports For: Plug Bore Hole
Top Depth: Not Reported
Bottom Depth: 20

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported

Details Reports For: Plug Range
Bottom Depth: 20
Amount: Not Reported

B35
East
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 34400
Borehole Depth (ft): 16

Details Reports For: Plug Data
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported

Details Reports For: Plug Data
Submitted Date: 2006-10-30
Well #: MW-7
Elevation: Not Reported
Original Driller: White

Details Reports For: Plug Range
Top Depth: 0
Plug Seal: 0.75-Concrete
Unit: Not Reported

Details Reports For: Plug Range
Top Depth: 2
Plug Seal: 1-Bent. Chips
Unit: Not Reported
**GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS**

<table>
<thead>
<tr>
<th>Original License #:</th>
<th>5044</th>
<th>Original Well Use:</th>
<th>Monitor</th>
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<tbody>
<tr>
<td>Original Drill Date:</td>
<td>1996-08-15</td>
<td>Plug Method:</td>
<td>Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet</td>
</tr>
<tr>
<td>Plug Date:</td>
<td>2006-10-27</td>
<td>Company Name:</td>
<td>ICE, Inc.</td>
</tr>
<tr>
<td>Driller License:</td>
<td>3304</td>
<td>Apprentice Reg #:</td>
<td>Not Reported</td>
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<tr>
<td>Comments:</td>
<td>No Data</td>
<td>Driller License:</td>
<td>Gary D. Dickerson</td>
</tr>
<tr>
<td>Amount:</td>
<td>0.75-Concrete</td>
<td>Comments:</td>
<td>No Data</td>
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</table>

**Details Reports For:**

| Top Depth: | Plug Bore Hole | Diameter: | 4.75 |
| Bottom Depth: | Not Reported | Bottom Depth: | 16 |

**Details Reports For:**

| Top Depth: | Plug Casing | Diameter: | 2 |
| Bottom Depth: | 15 | Bottom Depth: | 2 |
| Amount: | Not Reported |

**Details Reports For:**

| Top Depth: | Plug Range | Diameter: | 0.75-Concrete |
| Bottom Depth: | 2 | Bottom Depth: | Not Reported |
| Amount: | Not Reported |

**Details Reports For:**

| Top Depth: | Plug Range | Diameter: | 0.75-Bent. Chips |
| Bottom Depth: | 15 | Bottom Depth: | Not Reported |
| Amount: | Not Reported |

---

**B36**

**East**

**1/2 - 1 Mile**

**Lower**

| Database: | Submitted Drillers Reports Database (Plugged) | Well Type: | Monitor |
| Plugging Rpt #: | 34397 | Well Report #: | Not Reported |
| Borehole Depth (ft): | 19 | Submitted Date: | 2006-10-30 |

**Details Reports For:**

| Owner Name: | Skinny's, Inc. | Well #: | MW-4 |
| # Wells Plugged: | Not Reported | Elevation: | Not Reported |
| Original Company Name: | Not Reported | Original Driller: | White |
| Original License #: | 5044 | Original Well Use: | Monitor |
| Original Drill Date: | 1996-08-14 |
| Plug Method: | Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet |
| Plug Date: | 2006-10-27 | Variance #: | Not Reported |
| Company Name: | ICE, Inc. | Plugger Name: | Gary D. Dickerson |
| Driller License: | 3304 | Apprentice Reg #: | Not Reported |
| Comments: | No Data | Comments: | Not Reported |

**Details Reports For:**

| Top Depth: | Plug Bore Hole | Diameter: | 4.75 |
| Bottom Depth: | Not Reported | Bottom Depth: | 19 |

**Details Reports For:**

| Top Depth: | Plug Range | Diameter: | 0.75-Concrete |
| Bottom Depth: | 2 | Bottom Depth: | Not Reported |
| Amount: | Not Reported | Unit: | Not Reported |
**Details Reports For:** Plug Range  
**Bottom Depth:** Not Reported  
**Amount:** Not Reported

- **Top Depth:** 2  
- **Plug Seal:** 0.75-Bent. Chips  
- **Unit:** Not Reported  

---

**B37**  
**East 1/2 - 1 Mile Lower**  
**Database:** Submitted Drillers Reports Database (Plugged)  
**Plugging Rpt #:** 34394  
**Borehole Depth (ft):** 20

- **Well Type:** Monitor  
- **Well Report #:** Not Reported

- **Details Reports For:** Plug Data  
- **Owner Name:** Skinny’s, Inc.  
- **Well #:** MW-1  
- **Elevation:** Not Reported

- **# Wells Plugged:** Not Reported  
- **Original Company Name:** Not Reported  
- **Original Driller:** White

- **Original License #:** 5044  
- **Original Well Use:** Monitor

- **Original Drill Date:** 1996-06-03  
- **Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

- **Plug Date:** 2006-10-27  
- **Company Name:** ICE, Inc.  
- **Plugger Name:** Gary D. Dickerson

- **Driller License:** 3304  
- **Apprentice Reg #:** Not Reported

- **Comments:** Not Reported

- **Details Reports For:** Plug Bore Hole  
- **Top Depth:** Not Reported  
- **Bottom Depth:** 20

- **Details Reports For:** Plug Range  
- **Bottom Depth:** Not Reported  
- **Amount:** Not Reported

- **Top Depth:** 2  
- **Plug Seal:** 1-Bent. Chips  
- **Unit:** Not Reported

- **Details Reports For:** Plug Range  
- **Bottom Depth:** Not Reported  
- **Amount:** Not Reported

- **Top Depth:** 0  
- **Plug Seal:** 0.75-Concrete  
- **Unit:** Not Reported

---

**B38**  
**East 1/2 - 1 Mile Lower**  
**Database:** Submitted Drillers Reports Database (Plugged)  
**Plugging Rpt #:** 34395  
**Borehole Depth (ft):** 15

- **Well Type:** Monitor  
- **Well Report #:** Not Reported

- **Details Reports For:** Plug Data  
- **Owner Name:** Skinny’s, Inc.  
- **Well #:** MW-2  
- **Elevation:** Not Reported

- **# Wells Plugged:** Not Reported  
- **Original Company Name:** Not Reported  
- **Original Driller:** White

- **Original License #:** 5044  
- **Original Well Use:** Monitor

- **Original Drill Date:** 1996-08-14  
- **Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

- **Plug Date:** 2006-10-30  
- **Company Name:** Not Reported

- **Driller License:** Not Reported  
- **Apprentice Reg #:** Not Reported

- **Comments:** Not Reported

- **Details Reports For:** Plug Range  
- **Bottom Depth:** Not Reported  
- **Amount:** Not Reported

- **Top Depth:** 0  
- **Plug Seal:** 0.75-Concrete  
- **Unit:** Not Reported
Plug Date: 2006-10-27  
Company Name: ICE, Inc.  
Driller License: 3304  
Comments: No Data

Details Reports For: Plug Bore Hole  
Top Depth: Not Reported  
Bottom Depth: Not Reported

Details Reports For: Plug Range  
Top Depth: 0  
Plug Seal: 0.75-Concrete  
Unit: Not Reported

Details Reports For: Plug Range  
Top Depth: 2  
Plug Seal: 0.75-Bent. Chips  
Unit: Not Reported

B39  
East  
1/2 - 1 Mile  
Lower

Database: Submitted Drillers Reports Database (Plugged)  
Plugging Rpt #: 34396  
Borehole Depth (ft): 15

Details Reports For: Plug Data  
Owner Name: Skinny's, Inc.  
# Wells Plugged: Not Reported  
Original Company Name: Not Reported  
Original License #: 5044  
Original Drill Date: 1996-08-14

Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

Plug Date: 2006-10-27  
Company Name: ICE, Inc.  
Driller License: 3304  
Comments: No Data

Details Reports For: Plug Bore Hole  
Top Depth: Not Reported  
Bottom Depth: Not Reported

Details Reports For: Plug Range  
Top Depth: 0  
Plug Seal: 0.75-Concrete  
Unit: Not Reported

Details Reports For: Plug Range  
Top Depth: 2  
Plug Seal: 0.75-Bent. Chips  
Unit: Not Reported
Map ID
Direction
Distance
Elevation
Database
EDR ID Number

B40
East
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 34405
Borehole Depth (ft): 18

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1998-06-11
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 18

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1998-06-11
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 18

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1998-06-11
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 18

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1998-06-11
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 18

B41
East
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 34406
Borehole Depth (ft): 13

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1997-08-08
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 13

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1997-08-08
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 13

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1997-08-08
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 13

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1997-08-08
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 13

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 34407
Borehole Depth (ft): 14

Details Reports For:
Owner Name: Skinny's, Inc.
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 5044
Original Drill Date: 1997-08-08
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-10-27
Company Name: ICE, Inc.
Driller License: 3304
Comments: No Data

Top Depth: Not Reported
Bottom Depth: 14
### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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<tbody>
<tr>
<td>Details Reports For:</td>
<td>Plug Bore Hole</td>
<td>Diameter:</td>
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<tr>
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<td>2</td>
<td>Plug Seal:</td>
<td>0.75-Concrete</td>
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<tr>
<td>Amount:</td>
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<td>Plug Range</td>
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<td>Bottom Depth:</td>
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### TX WELLS TXLU5000075530

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<td>Borehole Depth (ft):</td>
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<td>Details Reports For:</td>
<td>Plug Data</td>
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<tr>
<td>Submitted Date:</td>
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<tr>
<td>Well Type:</td>
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</tr>
<tr>
<td>Owner Name:</td>
<td>Skinny’s, Inc.</td>
</tr>
<tr>
<td>Elevation:</td>
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<tr>
<td># Wells Plugged:</td>
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<tr>
<td>Original Driller:</td>
<td>White</td>
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<tr>
<td>Original Company Name:</td>
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<tr>
<td>Original Well Use:</td>
<td>Monitor</td>
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<td>Original Drill Date:</td>
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<td>Plug Method:</td>
<td>Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet</td>
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<td>Driller License:</td>
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<td>Gary D. Dickerson</td>
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## B42
**East**
1/2 - 1 Mile
**Lower**

<table>
<thead>
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<tr>
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<td>Elevation:</td>
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<td>Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet</td>
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<td>2006-10-27</td>
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<td>Variance #:</td>
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<td>Gary D. Dickerson</td>
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<tr>
<td>Comments:</td>
<td>No Data</td>
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<p>| Details Reports For: | Plug Bore Hole | Diameter: | 4.75 |
| Top Depth: | Not Reported | Bottom Depth: | 14 |
| Details Reports For: | Plug Range | Top Depth: | 2 |
| Bottom Depth: | 12 | Plug Seal: | 0.75-Bent. Chips |
| Amount: | Not Reported | Unit: | Not Reported |
| Details Reports For: | Plug Range | Top Depth: | 0 |
| Bottom Depth: | 2 | Plug Seal: | 0.75-Concrete |
| Amount: | Not Reported | Unit: | Not Reported |</p>
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<tr>
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<td>Company Name: ICE, Inc.</td>
<td>Plunger Name: Gary D. Dickerson</td>
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<td>Bottom Depth: 18</td>
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<td>Amount: Not Reported</td>
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<th>Submitted Date: 2006-10-30</th>
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<td>Details Reports For: Plug Data</td>
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<td>Owner Name: Skinny's, Inc.</td>
<td>Well #: MW-8</td>
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<tr>
<td># Wells Plugged: Not Reported</td>
<td>Elevation: Not Reported</td>
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<td>Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet</td>
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<td>Plunger Name: Gary D. Dickerson</td>
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<td>Driller License: 3304</td>
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<td>Original Drill Date: 1996-08-15</td>
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<td>Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet</td>
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<td>Driller License: 3304</td>
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### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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<thead>
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<th>Details Reports For:</th>
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<tr>
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<td>15</td>
<td>Plug Seal:</td>
<td>0.75-Concrete</td>
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<tr>
<td>Amount:</td>
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<td>Unit:</td>
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<tr>
<th>Details Reports For:</th>
<th>Plug Range</th>
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<tbody>
<tr>
<td>Bottom Depth:</td>
<td>15</td>
<td>Plug Seal:</td>
<td>0.75-Concrete</td>
</tr>
<tr>
<td>Amount:</td>
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- **Database:** Submitted Driller Reports Database (Plugged)
- **Plugging Rpt #:** 34402
- **Borehole Depth (ft):** 14

- **Details Reports For:** Plug Data
- **Submitted Date:** 2006-10-30
- **Owner Name:** Skinny’s, Inc.
- **Well Type:** Monitor
- **# Wells Plugged:** Not Reported
- **Elevation:** Not Reported
- **Original Company Name:** Not Reported
- **Original Driller:** White
- **Original License #:** 5044
- **Original Well Use:** Monitor
- **Original Drill Date:** 1997-06-28

Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

<table>
<thead>
<tr>
<th>Top Depth:</th>
<th>Not Reported</th>
<th>Bottom Depth:</th>
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### B45
East
1/2 - 1 Mile
Lower

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<tr>
<th>Details Reports For:</th>
<th>Plug Bore Hole</th>
<th>Diameter:</th>
<th>4.75</th>
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<table>
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<th>Details Reports For:</th>
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<tbody>
<tr>
<td>Bottom Depth:</td>
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<td>Plug Seal:</td>
<td>0.75-Concrete</td>
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<tr>
<th>Details Reports For:</th>
<th>Plug Range</th>
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<th>2</th>
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</thead>
<tbody>
<tr>
<td>Bottom Depth:</td>
<td>12</td>
<td>Plug Seal:</td>
<td>0.75-Bent. Chips</td>
</tr>
<tr>
<td>Amount:</td>
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<td>Unit:</td>
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### Map ID

Map ID: TX WELLS
EDR ID Number: TXPLU5000075526

#### Database
- Submitted Drillers Reports Database (Plugged)

#### Plugging Rpt #
- 34403

#### Borehole Depth (ft)
- 14

#### Details Reports For
- Plug Data
- Submitted Date: 2006-10-30

#### Owner Name
- Skinny's, Inc.
- Well #: MW-10
- Elevation: Not Reported
- Original Driller: White
- Original Well Use: Monitor

#### Original Company Name
- Not Reported

#### Original License
- 5044
- Original Well Use: Monitor

#### Original Drill Date
- 1997-06-28

#### Details Reports For
- Plug Bore Hole
- Top Depth: Not Reported
- Diameter: 4.75

#### Details Reports For
- Plug Range
- Bottom Depth: 0
- Top Depth: 0.75-Concrete
- Unit: Not Reported

#### Details Reports For
- Plug Range
- Bottom Depth: 0
- Top Depth: 2
- Plug Seal: 0.75-Bent. Chips
- Unit: Not Reported

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### Map ID

Map ID: TX WELLS
EDR ID Number: TXDOL2000116952

#### Database
- Well Report Database
- Fid: 116951
- Rec id: 116944
- Edr site i: 14064

#### Owner
- Stanley Morris
- Ownerwell: MW-15

#### Address
- 907 East Broadway Street, Sweetwater, TX 79556

#### Grid:
- 29-37-6

#### Waddres:
- Bobs Tire & Service Center, 1509 Lamar St., Sweetwater, TX 79556

#### Lat:
- 32 27 12 N

#### Long:
- 100 23 58 W

#### Gpsused:
- Garmin 12XL

#### Propuse:
- Monitor

#### Completed:
- Not Reported

#### Dmethod:
- Air Rotary

#### Packedfrom:
- 23.0 ft to 2.0 ft

#### Finterval:
- From 2.0 ft to 1.0 ft with Bent. Pell (#sacks and material)

#### Sinterval:
- From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)

#### Tinterval:
- No Data
- Usedmethod: Hand Mix

---
### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
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<tbody>
<tr>
<td>Name</td>
<td>William B. Atkins</td>
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<tr>
<td>License</td>
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| Well Rpt #| 14064 |
| Well Type| New Well |

| Submitted Date| 2002-11-14 |
| Owner Name    | Stanley Morris |

| Work Type Desc| Not Reported |
| Original Well Rpt Track #| Not Reported |

| Drilled in| Not Reported |
| Type of Work| New Well |

| Dist to Septic Tank| Not Reported |
| Distance Verify Meth.| Not Reported |

| Seal Method| Other - Hand Mix |
| Seal Method Desc| Hand Mix |

| Dist to Property Line| Not Reported |
| Distance Verify Meth.| Not Reported |

| Seal Name| Not Reported |
| Surface Completion| Alternative Procedure Used |

| Surf Complete Desc| Not Reported |
| Completed by Driller| Not Reported |

| Pump Type| Not Reported |
| Pump Type Desc| Not Reported |

| Pump Depth| Not Reported |
| Chemical Analysis| No |

| Injurious Water| No |
| Comments| Not Reported |

| Driller Name| John Will White |
| Driller License #:| 5044 |

| Drilled in| Not Reported |
| Plugged within 48 hrs.| No |

| Well Rpt #| Not Reported |
| Well Details Report #| Not Reported |

| Database| Submitted Drillers Reports Database (Monitoring) |
| Well #:| MW-15 |

| Well Type| New Well |
| # Wells Drilled| Not Reported |

| Elevation| Not Reported |
| Type of Work| New Well |

| Work Type Desc| Not Reported |
| Original Well Rpt Track #| Not Reported |

| Dist to Septic Tank| Not Reported |
| Surface Verify Meth | Not Reported |

| Dist to Property Line| Not Reported |
| Distance Verify Meth | Not Reported |

| Seal Name| Not Reported |
| Surface Completion | Alternative Procedure Used |

| Surf Complete Desc| Not Reported |
| Completed By Driller | Not Reported |

| Pump Type| Not Reported |
| Pump Type Desc| Not Reported |

| Pump Depth| Not Reported |
| Chemical Analysis | No |

| Injurious Water| No |
| Comments| Not Reported |

| Driller Name| John Will White |
| Driller License #:| 5044 |

| Drilled in| Not Reported |
| Plugged within 48 hrs.| No |

| Well Rpt #| Not Reported |
| Well Details Report #| Not Reported |

| Database| Submitted Drillers Reports Database (Monitoring) |
| Well #:| MW-15 |

| Well Type| New Well |
| # Wells Drilled| Not Reported |

| Elevation| Not Reported |
| Type of Work| New Well |

| Work Type Desc| Not Reported |
| Original Well Rpt Track #| Not Reported |

| Dist to Septic Tank| Not Reported |
| Surface Verify Meth | Not Reported |

| Dist to Property Line| Not Reported |
| Distance Verify Meth | Not Reported |

| Seal Name| Not Reported |
| Surface Completion | Alternative Procedure Used |

| Surf Complete Desc| Not Reported |
| Completed By Driller | Not Reported |

| Pump Type| Not Reported |
| Pump Type Desc| Not Reported |

| Pump Depth| Not Reported |
| Chemical Analysis | No |

| Injurious Water| No |
| Comments| Not Reported |

| Driller Name| John Will White |
| Driller License #:| 5044 |

| Drilled in| Not Reported |
| Plugged within 48 hrs.| No |

| Well Rpt #| Not Reported |
| Well Details Report #| Not Reported |

| Database| Submitted Drillers Reports Database (Monitoring) |
| Well #:| MW-15 |

| Well Type| New Well |
| # Wells Drilled| Not Reported |

| Elevation| Not Reported |
| Type of Work| New Well |

| Work Type Desc| Not Reported |
| Original Well Rpt Track #| Not Reported |

| Dist to Septic Tank| Not Reported |
| Surface Verify Meth | Not Reported |

| Dist to Property Line| Not Reported |
| Distance Verify Meth | Not Reported |

| Seal Name| Not Reported |
| Surface Completion | Alternative Procedure Used |

| Surf Complete Desc| Not Reported |
| Completed By Driller | Not Reported |

| Pump Type| Not Reported |
| Pump Type Desc| Not Reported |

| Pump Depth| Not Reported |
| Chemical Analysis | No |

| Injurious Water| No |
| Comments| Not Reported |

| Driller Name| John Will White |
| Driller License #:| 5044 |

| Drilled in| Not Reported |
| Plugged within 48 hrs.| No |

| Well Rpt #| Not Reported |
| Well Details Report #| Not Reported |

| Database| Submitted Drillers Reports Database (Monitoring) |
| Well #:| MW-15 |

| Well Type| New Well |
| # Wells Drilled| Not Reported |

| Elevation| Not Reported |
| Type of Work| New Well |

| Work Type Desc| Not Reported |
| Original Well Rpt Track #| Not Reported |

| Dist to Septic Tank| Not Reported |
| Surface Verify Meth | Not Reported |

| Dist to Property Line| Not Reported |
| Distance Verify Meth | Not Reported |

| Seal Name| Not Reported |
| Surface Completion | Alternative Procedure Used |

| Surf Complete Desc| Not Reported |
| Completed By Driller | Not Reported |

| Pump Type| Not Reported |
| Pump Type Desc| Not Reported |

| Pump Depth| Not Reported |
| Chemical Analysis | No |

| Injurious Water| No |
| Comments| Not Reported |

| Driller Name| John Will White |
| Driller License #:| 5044 |

| Drilled in| Not Reported |
| Plugged within 48 hrs.| No |

| Well Rpt #| Not Reported |
| Well Details Report #| Not Reported |

| Database| Submitted Drillers Reports Database (Monitoring) |
| Well #:| MW-15 |

| Well Type| New Well |
| # Wells Drilled| Not Reported |

| Elevation| Not Reported |
| Type of Work| New Well |

| Work Type Desc| Not Reported |
| Original Well Rpt Track #| Not Reported |

| Dist to Septic Tank| Not Reported |
| Surface Verify Meth | Not Reported |

| Dist to Property Line| Not Reported |
| Distance Verify Meth | Not Reported |

| Seal Name| Not Reported |
| Surface Completion | Alternative Procedure Used |

| Surf Complete Desc| Not Reported |
| Completed By Driller | Not Reported |

| Pump Type| Not Reported |
| Pump Type Desc| Not Reported |

| Pump Depth| Not Reported |
| Chemical Analysis | No |

| Injurious Water| No |
| Comments| Not Reported |

| Driller Name| John Will White |
| Driller License #:| 5044 |

| Drilled in| Not Reported |
| Plugged within 48 hrs.| No |

| Well Rpt #| Not Reported |
| Well Details Report #| Not Reported |

| Database| Submitted Drillers Reports Database (Monitoring) |
| Well #:| MW-15 |

| Well Type| New Well |
| # Wells Drilled| Not Reported |

| Elevation| Not Reported |
| Type of Work| New Well |

| Work Type Desc| Not Reported |
| Original Well Rpt Track #| Not Reported |

| Dist to Septic Tank| Not Reported |
| Surface Verify Meth | Not Reported |

| Dist to Property Line| Not Reported |
| Distance Verify Meth | Not Reported |

| Seal Name| Not Reported |
| Surface Completion | Alternative Procedure Used |

| Surf Complete Desc| Not Reported |
| Completed By Driller | Not Reported |

| Pump Type| Not Reported |
| Pump Type Desc| Not Reported |

| Pump Depth| Not Reported |
| Chemical Analysis | No |

| Injurious Water| No |
| Comments| Not Reported |

| Driller Name| John Will White |
| Driller License #:| 5044 |

| Drilled in| Not Reported |
| Plugged within 48 hrs.| No |

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### Well Report 1

**Database:** Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:** 33987

**Borehole Depth (ft):** 25

**Details Reports For:** Plug Data

- **Owner Name:** Bill Burns Oil Company
- **Well #:** MW-10
- **Original Well Use:** Monitor
- **Original Driller:** Not Reported
- **Original Company Name:** Not Reported
- **Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2

**Plugging Details**

- **Plug Date:** 2006-09-27
- **Company Name:** Talon Drilling, LP
- **Driller License:** 54969
- **Comments:** No Data

**Details Reports For:** Plug Bore Hole

- **Top Depth:** Not Reported
- **Bottom Depth:** 25

**Details Reports For:** Plug Casing

- **Top Depth:** 0
- **Bottom Depth:** 2

**Details Reports For:** Plug Range

- **Top Depth:** Not Reported
- **Amount:** Not Reported

**Details Reports For:** Plug Range

- **Top Depth:** Not Reported
- **Amount:** Not Reported

**Comments:** No Data

---

### Well Report 2

**Database:** Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:** 33993

**Borehole Depth (ft):** 25

**Details Reports For:** Plug Data

- **Owner Name:** Bill Burns Oil Company
- **Well #:** MW-10
- **Original Well Use:** Monitor
- **Original Driller:** Not Reported
- **Original Company Name:** Not Reported
- **Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2

**Plugging Details**

- **Plug Date:** 2006-10-02
- **Company Name:** Bill Burns Oil Company
- **Driller License:** 54969
- **Comments:** No Data

**Details Reports For:** Plug Bore Hole

- **Top Depth:** Not Reported
- **Bottom Depth:** 25

**Details Reports For:** Plug Casing

- **Top Depth:** 0
- **Bottom Depth:** 2

**Details Reports For:** Plug Range

- **Top Depth:** Not Reported
- **Amount:** Not Reported

**Details Reports For:** Plug Range

- **Top Depth:** Not Reported
- **Amount:** Not Reported

**Comments:** No Data
**Plug Date:** 2006-09-27  
**Variance #:** Not Reported  
**Plugger Name:** Kyle Burt  
**Apprentice Reg #:** 3165  
**Comments:** Not Reported

**Details Reports For:** Plug Bore Hole  
**Top Depth:** Not Reported  
**Diameter:** 2  
**Bottom Depth:** Not Reported  
**Units:** 25

**Details Reports For:** Plug Casing  
**Bottom Depth:** 25  
**Top Depth:** 0  
**Diameter:** 2

**Details Reports For:** Plug Range  
**Bottom Depth:** 2  
**Top Depth:** 0  
**Plug Seal:** 1.5 Cement  
**Unit:** Not Reported

**Details Reports For:** Plug Range  
**Bottom Depth:** 25  
**Top Depth:** 2  
**Plug Seal:** 0.5 Holeplug  
**Unit:** Not Reported
### Well Report

#### Well Data
- **Database:** Submitted Drillers Reports Database (Plugged)
- **Plugging Rpt #:** 33986
- **Borehole Depth (ft):** 25

#### Well Details
- **Owner Name:** Bill Burns Oil Company
- **Original Company Name:** Not Reported
- **Original License #:** Not Reported
- **Original Drill Date:** Not Reported
- **Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

#### Details Reports For
- **Plug Type:** Monitor
- **Plug Range:** 25
- **Top Depth:** 2
- **Plug Seal:** 0.5 Holeplug
- **Unit:** Not Reported
- **Amount:** Not Reported
- **Comments:** No Data

#### Well Data
- **Database:** Submitted Drillers Reports Database (Plugged)
- **Plugging Rpt #:** 33986
- **Borehole Depth (ft):** 25

#### Well Details
- **Owner Name:** Bill Burns Oil Company
- **Original Company Name:** Not Reported
- **Original License #:** Not Reported
- **Original Drill Date:** Not Reported
- **Plug Method:** Monitor

#### Details Reports For
- **Plug Type:** Monitor
- **Plug Range:** 25
- **Top Depth:** 2
- **Plug Seal:** 0.5 Holeplug
- **Unit:** Not Reported
- **Amount:** Not Reported
- **Comments:** No Data

---

### Well Report

#### Well Data
- **Database:** Submitted Drillers Reports Database (Plugged)
- **Plugging Rpt #:** 33986
- **Borehole Depth (ft):** 25

#### Well Details
- **Owner Name:** Bill Burns Oil Company
- **Original Company Name:** Not Reported
- **Original License #:** Not Reported
- **Original Drill Date:** Not Reported
- **Plug Method:** Monitor

#### Details Reports For
- **Plug Type:** Monitor
- **Plug Range:** 25
- **Top Depth:** 2
- **Plug Seal:** 0.5 Holeplug
- **Unit:** Not Reported
- **Amount:** Not Reported
- **Comments:** No Data

#### Well Data
- **Database:** Submitted Drillers Reports Database (Plugged)
- **Plugging Rpt #:** 33986
- **Borehole Depth (ft):** 25

#### Well Details
- **Owner Name:** Bill Burns Oil Company
- **Original Company Name:** Not Reported
- **Original License #:** Not Reported
- **Original Drill Date:** Not Reported
- **Plug Method:** Monitor

#### Details Reports For
- **Plug Type:** Monitor
- **Plug Range:** 25
- **Top Depth:** 2
- **Plug Seal:** 0.5 Holeplug
- **Unit:** Not Reported
- **Amount:** Not Reported
- **Comments:** No Data
**Details Reports For:**

**Plug Bore Hole**
- **Top Depth:** Not Reported
- **Bottom Depth:** 25

**Plug Casing**
- **Top Depth:** 0
- **Bottom Depth:** 2

**Plug Range**
- **Top Depth:** 2
- **Plug Seal:** 0.5 Holeplug
- **Unit:** Not Reported

**Plug Range**
- **Top Depth:** 0
- **Plug Seal:** 1 Cement
- **Unit:** Not Reported

---

**B54**

**East**

**1/2 - 1 Mile**

**Lower**

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- **Bottom Depth:** 25

**Plug Casing**
- **Top Depth:** 0
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Bottom Depth: 2
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Details Reports For: Plug Range
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Amount: Not Reported

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported
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Amount: Not Reported

Details Reports For: Plug Data
Owner Name: Bill Burns Oil Company
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: Not Reported
Original Drill Date: Not Reported
Plug Method:
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-09-27
Company Name: Talon Drilling, LP
Driller License: 54969
Comments: No Data
Details Reports For: Plug Bore Hole
Top Depth: Not Reported
Bottom Depth: 25
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Bottom Depth: 25
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Bottom Depth: 2
Amount: Not Reported
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Amount: Not Reported

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported
Details Reports For: Plug Range
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Amount: Not Reported
Address: 907 East Broadway Street, Sweetwater, TX 79556

Grid: 29-37-6

Waddress: Bobs Tire & Service Center, 1509 Lamar St., Sweetwater, TX 79556

Lat: 32° 27' 15" N

Long: 100° 23' 58" W

Elevation: No Data

Gpsused: Garmin 12XL

Elevation Type: New Well

Propuse: Monitor

Diameter: Not Reported

Completeded: Not Reported

Distance: 5.0 in from Surface To 23.0 ft

Plugged within 48 hrs: Not Reported

Driller License #: 5044

Comments: John Will White

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<td></td>
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</tr>
<tr>
<td>Bottom Depth:</td>
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</tr>
<tr>
<td>Casing Status:</td>
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<td></td>
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</tr>
<tr>
<td>Casing Type:</td>
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<td></td>
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<tr>
<td>Gauge:</td>
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</table>

Details Reports For: Well Casing
| Top Depth:          | Not Reported                                                                 |
| Migrated Casing Info:            | 2.0 New PVC Screen 3.0 to 23.0 .020                                          |
| Diameter:                       | Not Reported                                                                 |
| Casing Material:                 | Not Reported                                                                 |
| Schedule:                       | Not Reported                                                                 |
| Bottom Depth:                    | Not Reported                                                                 |
| Casing Status:                   | Not Reported                                                                 |
| Casing Type:                     | Not Reported                                                                 |
| Gauge:                           | Not Reported                                                                 |

Details Reports For: Well Casing

BS8
East
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 33996
Borehole Depth (ft): 25

Details Reports For: Plug Data
Owner Name: Bill Burns Oil Company
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: Not Reported
Original Drill Date: Not Reported
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-09-27
Company Name: Talon Drilling, LP
Driller License: 54969
Comments: No Data
Submitted Date: 2006-10-02
Well #: MW-13
Elevation: Not Reported
Original Driller: Not Reported
Original Well Use: Monitor
Apprentice Reg #: 3165
Comments: Not Reported

Details Reports For: Plug Bore Hole
Top Depth: Not Reported
Bottom Depth: 25

Details Reports For: Plug Casing
Bottom Depth: 25

Details Reports For: Plug Range
Bottom Depth: 25
Amount: Not Reported

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported

Details Reports For: Plug Range
Top Depth: 0
Plug Seal: 1 Cement
Unit: Not Reported

Details Reports For: Plug Range
Top Depth: 0
Plug Seal: 0.5 Holeplug
Unit: Not Reported

Details Reports For: Plug Range
Top Depth: 2
Plug Seal: Not Reported
Unit: Not Reported

Owner Name: Bill Burns Oil Company
Well #: MW-13
Elevation: Not Reported
Original Driller: Not Reported
Original Well Use: Monitor
Apprentice Reg #: 3165
Comments: Not Reported

Details Reports For: Plug Data
Owner Name: Bill Burns Oil Company
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: Not Reported
Original Drill Date: Not Reported
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-09-27
Company Name: Talon Drilling, LP
Driller License: 54969
Comments: No Data
Submitted Date: 2006-10-02
Well #: MW-13
Elevation: Not Reported
Original Driller: Not Reported
Original Well Use: Monitor
Apprentice Reg #: 3165
Comments: Not Reported
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.
## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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<thead>
<tr>
<th>Details Reports For:</th>
<th>Plug Date:</th>
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<th>Variance #:</th>
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<tbody>
<tr>
<td>Top Depth:</td>
<td>Company Name:</td>
<td>Talon Drilling, LP</td>
<td>Plugger Name:</td>
<td>Kyle Burt</td>
</tr>
<tr>
<td>Amount:</td>
<td>Driller License:</td>
<td>54969</td>
<td>Apprentice Reg #:</td>
<td>3165</td>
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<th>Plug Bore Hole</th>
<th>Diameter:</th>
<th>2</th>
<th>Bottom Depth:</th>
<th>25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Top Depth:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<table>
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<th>Plug Casing</th>
<th>Top Depth:</th>
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<th>Bottom Depth:</th>
<th>2</th>
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<td>25</td>
<td>Diameter:</td>
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<th>Top Depth:</th>
<th>2</th>
<th>Plug Seal:</th>
<th>0.5 Holeplug</th>
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<tbody>
<tr>
<td>Bottom Depth:</td>
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<th>Plug Range</th>
<th>Top Depth:</th>
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<th>1 Cement</th>
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<tr>
<td>Bottom Depth:</td>
<td>2</td>
<td>Plug Seal:</td>
<td>0</td>
<td>Unit:</td>
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</table>

**B61**

**East**

**1/2 - 1 Mile**

**Lower**

- **Database:** Submitted Drillers Reports Database (Plugged)
- **Plugging Rpt #:** 33990
- **Borehole Depth (ft):** 25
- **Well Type:** Monitor
- **Well Report #:** Not Reported

<table>
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<tr>
<th>Details Reports For:</th>
<th>Plug Data</th>
<th>Submitted Date:</th>
<th>2006-10-02</th>
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<tbody>
<tr>
<td>Owner Name:</td>
<td>Bill Burns Oil Company</td>
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<td># Wells Plugged:</td>
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<tr>
<td>Original Company Name:</td>
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<td>Original Drill Date:</td>
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<td>Plug Method:</td>
<td>Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet</td>
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<tr>
<td>Company Name:</td>
<td>Talon Drilling, LP</td>
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<td>Driller License:</td>
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<td></td>
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</tr>
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<th>Details Reports For:</th>
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<th>Plug Seal:</th>
<th>1.5 Cement</th>
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<td>Plug Seal:</td>
<td>0</td>
<td>Unit:</td>
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### Details Reports For:
- **Plug Range**
- **Top Depth:** 2
- **Bottom Depth:** 25
- **Plug Seal:** 0.5 Holeplug
- **Amount:** Not Reported
- **Unit:** Not Reported

### Well Reports

#### C62

**ENE**
- **Lower**
- **Database:** Well Report Database
- **Rec id:** 116941
- **Owner:** Stanley Morris
- **Address:** 907 East Broadway Street, Sweetwater, TX 79556
- **Grid:** 29-37-6
- **Waddress:** Bobs Tire & Service Center, 1509 Lamar St., Sweetwater, TX 79556
- **Lat:** 32° 27' 14" N
- **Long:** 100° 23' 57" W
- **Gpsused:** Garmin 12XL
- **Propuse:** Monitor
- **Completed:** Not Reported
- **Dmethod:** Air Rotary
- **Packedfrom:** Open Hole
- **Finterval:** 23.0 ft to 2.0 ft
- **Sinterval:** From 2.0 ft to 1.0 ft with Bent. Pell (#sacks and material)
- **Tinterval:** From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)
- **Cementedby:** White Drilling Company, Inc.
- **Property:** No Data
- **Variance:** No Data
- **Staticlevel:** 13.36 ft below land surface on 11/13/2002
- **Flow:** No Data
- **Cementinwe:** No Data
- **Pumpbowl:** No Reported
- **Yield:** No Reported
- **Stratadept:** No Data
- **Undesirabl:** No
- **Companyadd:** P.O. Box 906
- **Licenenum:** 5044
- **Signature:** William B. Atkins
- **Comments:** No Data
- **Usedmethod:** Hand Mix
- **Packers:** No Data
- **Typepump:** No Data
- **Welltests:** No Data
- **Watertype:** No Data
- **Chemicalma:** No
- **Companynam:** White Drilling Company, Inc.
- **Citystate:** Clyde, TX 79510
- **Wsignature:** John W. White
- **Regnum:** 1126
- **Site id:** TXDOL2000116949

#### C63

**ENE**
- **Lower**
- **Database:** Well Report Database
- **Rec id:** 116937
- **Owner:** Stanley Morris
- **Address:** 907 East Broadway Street, Sweetwater, TX 79556
- **Grid:** 29-37-6
- **Waddress:** Bobs Tire & Serv. Center, 1509 Lamar St., Sweetwater, TX 79556
- **Lat:** 32° 27' 14" N
- **Long:** 100° 23' 57" W
- **Gpsused:** Garmin 12XL
- **Propuse:** Monitor
- **Completed:** Not Reported
- **Dmethod:** Air Rotary
- **Packedfrom:** 23.0 ft to 2.0 ft
- **Cementinwe:** No Data
- **Packers:** No Data
- **Flow:** No Data
- **Cementinwe:** No Data
- **Pumpbowl:** Not Reported
- **Yield:** Not Reported
- **Stratadept:** No Data
- **Undesirabl:** No
- **Companyadd:** P.O. Box 906
- **Licenenum:** 5044
- **Signature:** William B. Atkins
- **Comments:** No Data
- **Usedmethod:** Hand Mix
- **Packers:** No Data
- **Typepump:** No Data
- **Welltests:** No Data
- **Watertype:** No Data
- **Chemicalma:** No
- **Companynam:** White Drilling Company, Inc.
- **Citystate:** Clyde, TX 79510
- **Wsignature:** John W. White
- **Regnum:** 1126
- **Site id:** TXDOL2000116949
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

Plugging Rpt #: 18581
Borehole Depth (ft): 25

Details Reports For:
Owner Name: Stanley Morris
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 54977
Original Drill Date: 2003-11-25
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2004-08-12
Company Name: ICE, Inc.
Driller License: 3304
Comments: Not Reported

Details Reports For:
Top Depth: Not Reported
Bottom Depth: 25
Details Reports For:
Bottom Depth: 2
Amount: Not Reported
Details Reports For:
Bottom Depth: 25
Amount: Not Reported
### C65
#### ENE
1/2 - 1 Mile
Lower

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<td>Plugging Rpt #:</td>
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<tr>
<td>Borehole Depth (ft):</td>
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**Details Reports For:**
- Plug Data
- Submitted Date: 2004-08-23
- Owner Name: Stanley Morris
- Well #: MW-21
- Elevation: Not Reported
- Original Well Use: Monitor
- Original License #: 5044
- Original Driller: White

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2004-08-12
**Company Name:** ICE, Inc.
**Driller License:** 3304
**Comments:** Not Reported

**Details Reports For:**
- Plug Bore Hole
- Diameter: 6.5
- Top Depth: 23

**Bottom Depth:**
- Plug Range
- Top Depth: 0
- Unit: Not Reported
- Plug Seal: 1-Concrete

**Amount:**
- Not Reported

**Details Reports For:**
- Plug Range
- Top Depth: 2
- Unit: Not Reported
- Plug Seal: 1-Bent. Chips

---

### C66
#### ENE
1/2 - 1 Mile
Lower

<table>
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<td>Borehole Depth (ft):</td>
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**Details Reports For:**
- Plug Data
- Submitted Date: 2004-08-23
- Owner Name: Stanley Morris
- Well #: MW-20
- Elevation: Not Reported
- Original Well Use: Monitor
- Original License #: 5044
- Original Driller: White

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2004-08-12
**Company Name:** ICE, Inc.
**Driller License:** 3304
**Comments:** Not Reported

**Details Reports For:**
- Not Reported
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<tr>
<td>Amount:</td>
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**Comments:** Not Reported

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.
### Well Report: MW-14

**Database:** Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:** 18578  
**Well Type:** Monitor

**Borehole Depth (ft):** 23  
**Well Report #:** Not Reported

**Details Reports For:** Plug Data  
**Submitted Date:** 2004-08-23

**Owner Name:** Stanley Morris  
**Well #:** MW-22

**# Wells Plugged:** Not Reported  
**Elevation:** Not Reported

**Original Company Name:** Not Reported  
**Original Driller:** White

**Original License #:** 5044  
**Original Well Use:** Monitor

**Original Drill Date:** 2003-02-11  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2004-08-12  
**Variance #:** Not Reported

**Company Name:** ICE, Inc.  
**Plugger Name:** Gary D. Dickerson

**Driller License:** 3304  
**Apprentice Reg #:** Not Reported

**Comments:** Not Reported

**Details Reports For:** Plug Bore Hole  
**Diameter:** 6.5

**Top Depth:** Not Reported  
**Bottom Depth:** 23

**Details Reports For:** Plug Range  
**Top Depth:** 0  
**Plug Seal:** 1-Concrete  
**Unit:** Not Reported

**Bottom Depth:** Not Reported  
**Amount:** Not Reported

**Details Reports For:** Plug Range  
**Top Depth:** 2  
**Plug Seal:** 1-Bent. Chips  
**Unit:** Not Reported

**Bottom Depth:** Not Reported  
**Amount:** Not Reported

---

### Well Report: MW-22

**Database:** Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:** 18578  
**Well Type:** Monitor

**Borehole Depth (ft):** 20  
**Well Report #:** Not Reported

**Details Reports For:** Plug Data  
**Submitted Date:** 2004-08-23

**Owner Name:** Stanley Morris  
**Well #:** MW-14

**# Wells Plugged:** Not Reported  
**Elevation:** Not Reported

**Original Company Name:** Not Reported  
**Original Driller:** White

**Original License #:** 5044  
**Original Well Use:** Monitor

**Original Drill Date:** 1998-12-21  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2004-08-12  
**Variance #:** Not Reported

**Company Name:** ICE, Inc.  
**Plugger Name:** Gary D. Dickerson

**Driller License:** 3304  
**Apprentice Reg #:** Not Reported

**Comments:** Not Reported

**Details Reports For:** Plug Bore Hole  
**Diameter:** 6.5

**Top Depth:** Not Reported  
**Bottom Depth:** 23

**Details Reports For:** Plug Range  
**Top Depth:** 0  
**Plug Seal:** 1-Concrete  
**Unit:** Not Reported

**Bottom Depth:** Not Reported  
**Amount:** Not Reported

**Details Reports For:** Plug Range  
**Top Depth:** 2  
**Plug Seal:** 1-Bent. Chips  
**Unit:** Not Reported

**Bottom Depth:** Not Reported  
**Amount:** Not Reported
### Details Reports For: Plug Bore Hole
- **Top Depth:** Not Reported
- **Bottom Depth:** Not Reported
- **Details Reports For:** Plug Range
  - **Bottom Depth:** 20
  - **Amount:** Not Reported
- **Top Depth:** Not Reported
- **Plug Seal:** Not Reported
- **Unit:** Not Reported
- **Amount:** 1-Concrete
- **Plug Date:** 1991-10-08
- **Original Drill Date:** 1991-10-08
- **Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
- **Plug Date:** 2004-08-12
- **Company Name:** ICE, Inc.
- **Driller License:** 3304
- **Comments:** Not Reported
- **Details Reports For:** Plug Casing
  - **Bottom Depth:** 20
  - **Amount:** Not Reported
  - **Top Depth:** Not Reported
  - **Diameter:** 20
  - **Plug Seal:** Not Reported
  - **Unit:** Not Reported
- **Details Reports For:** Plug Range
  - **Bottom Depth:** 20
  - **Amount:** Not Reported
  - **Top Depth:** 2
  - **Diameter:** 4.75
  - **Plug Seal:** Not Reported
  - **Unit:** Not Reported
  - **Comments:** Not Reported
- **Details Reports For:** Plug Range
  - **Bottom Depth:** 20
  - **Amount:** Not Reported
  - **Top Depth:** 2
  - **Diameter:** 20
  - **Plug Seal:** Not Reported
  - **Unit:** Not Reported
- **Details Reports For:** Plug Range
  - **Bottom Depth:** 20
  - **Amount:** Not Reported
  - **Top Depth:** 2
  - **Diameter:** 0.75-Bent. Chips
  - **Plug Seal:** Not Reported
  - **Unit:** Not Reported
  - **Comments:** Not Reported
**GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS**

**Map ID**
- **C71**
- **C72**

**Direction**
- ENE
- ENE

**Distance**
- 1/2 - 1 Mile
- 1/2 - 1 Mile

**Elevation**
- Lower
- Lower

**Database**
- Submitted Drillers Reports Database (Monitoring)
- Submitted Drillers Reports Database (Plugged)

**Well Rpt #**
- 18571
- 17124

**Proposed Use**
- Monitor
- New Well

**Injurious Water Quality**
- no
- no

**Submitted Date**
- 2003-02-19
- 2004-08-23

**Well #**
- MW-22
- MW-15

**Elevation**
- Not Reported
- Not Reported

**Work Type Desc**
- Not Reported
- Monitor

**Proposed Use**
- Not Reported
- New Well

**TCEQ Approved Plans**
- Not Reported
- Not Reported

**Drill Start Date**
- 2003-02-11
- 2003-02-11

**Seal Method**
- Other - Hand Mix
- Hand Mix

**Dist to Septic/Other Contam**
- Not Reported
- Not Reported

**Dist to Property Line**
- Not Reported
- Not Reported

**Plug Method**
- Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date**
- 2004-08-12
- Not Reported

**Company Name**
- ICE, Inc.
- Not Reported

**Driller License**
- 3304
- Not Reported

**Comments**
- Not Reported
- Not Reported

**Plug Data**
- Submitted Date: 2004-08-23

**Plug Depth**
- Top Depth: 2
- Bottom Depth: 23

**Plug Seal**
- Plug Seal: 1-Bent. Chips
- Unit: Not Reported

**Plug Bore Hole**
- Diameter: 5

**Plug Range**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal**
- Plug Seal: 1-Concrete
- Unit: Not Reported

**Plug Method**
- Not Reported

**Plug Date**
- Not Reported

**Company Name**
- Not Reported

**Driller License**
- Not Reported

**Comments**
- Not Reported

**Plug Data**
- Submitted Date: 2004-08-23

**Plug Depth**
- Top Depth: 2
- Bottom Depth: 23

**Plug Seal**
- Plug Seal: 1-Bent. Chips
- Unit: Not Reported

**Plug Bore Hole**
- Diameter: 5

**Plug Range**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal**
- Plug Seal: 1-Concrete
- Unit: Not Reported

**Plug Method**
- Not Reported

**Plug Date**
- Not Reported

**Company Name**
- Not Reported

**Driller License**
- Not Reported

**Comments**
- Not Reported

**Plug Data**
- Submitted Date: 2004-08-23

**Plug Depth**
- Top Depth: 2
- Bottom Depth: 23

**Plug Seal**
- Plug Seal: 1-Bent. Chips
- Unit: Not Reported

**Plug Bore Hole**
- Diameter: 5

**Plug Range**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal**
- Plug Seal: 1-Concrete
- Unit: Not Reported

**Plug Method**
- Not Reported

**Plug Date**
- Not Reported

**Company Name**
- Not Reported

**Driller License**
- Not Reported

**Comments**
- Not Reported

**Plug Data**
- Submitted Date: 2004-08-23

**Plug Depth**
- Top Depth: 2
- Bottom Depth: 23

**Plug Seal**
- Plug Seal: 1-Bent. Chips
- Unit: Not Reported

**Plug Bore Hole**
- Diameter: 5

**Plug Range**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal**
- Plug Seal: 1-Concrete
- Unit: Not Reported

**Plug Method**
- Not Reported

**Plug Date**
- Not Reported

**Company Name**
- Not Reported

**Driller License**
- Not Reported

**Comments**
- Not Reported

**Plug Data**
- Submitted Date: 2004-08-23

**Plug Depth**
- Top Depth: 2
- Bottom Depth: 23

**Plug Seal**
- Plug Seal: 1-Bent. Chips
- Unit: Not Reported

**Plug Bore Hole**
- Diameter: 5

**Plug Range**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal**
- Plug Seal: 1-Concrete
- Unit: Not Reported

**Plug Method**
- Not Reported

**Plug Date**
- Not Reported

**Company Name**
- Not Reported

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- Not Reported

**Comments**
- Not Reported

**Plug Data**
- Submitted Date: 2004-08-23

**Plug Depth**
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- Bottom Depth: 23

**Plug Seal**
- Plug Seal: 1-Bent. Chips
- Unit: Not Reported

**Plug Bore Hole**
- Diameter: 5

**Plug Range**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal**
- Plug Seal: 1-Concrete
- Unit: Not Reported

**Plug Method**
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**Plug Data**
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- Unit: Not Reported

**Plug Bore Hole**
- Diameter: 5

**Plug Range**
- Top Depth: 0
- Unit: Not Reported

**Plug Seal**
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- Unit: Not Reported

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- Unit: Not Reported

**Plug Bore Hole**
- Diameter: 5

**Plug Range**
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- Unit: Not Reported

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- Unit: Not Reported

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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Top Depth: 8  Bottom Depth: 12
Lithology: Reddish tan sandy clay w/calcareous nodules.

Details Reports For: Well Lithology  Migrated Sort #: 0
Top Depth: 12  Bottom Depth: 23
Lithology: Reddish brown silty packsand.

Details Reports For: Well Casing  Migrated Sort #: 1
Top Depth: Not Reported  Bottom Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Riser 0.0 to 3.0 sch. 40
Diameter: Not Reported  Casing Status: Not Reported
Casing Material: Not Reported  Casing Type: Not Reported
Schedule: Not Reported  Gauge: Not Reported

Details Reports For: Well Casing  Migrated Sort #: 2
Top Depth: Not Reported  Bottom Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Screen 3.0 to 23.0 .020
Diameter: Not Reported  Casing Status: Not Reported
Casing Material: Not Reported  Casing Type: Not Reported
Schedule: Not Reported  Gauge: Not Reported

C73
ENE
1/2 - 1 Mile
Lower
Database: Submitted Drillers Reports Database (Monitoring)
Well Rpt #: 14067  Well Type: New Well
Submitted Date: 2002-11-14
Owner Name: Stanley Morris
Proposed Use: Monitor  Borehole Depth (ft): 23
Injurious Water Quality: no  Plugging Rpt #: Not Reported

Well #: MW-18  # Wells Drilled: Not Reported
Elevation: Not Reported  Type of Work: New Well
Work Type Desc: Not Reported  Original Well Rpt Track #: Not Reported
Proposed Use: Monitor  Proposed Use Desc: Not Reported
TCEQ Approved Plans: Not Reported  PWS #: Not Reported
Drill Start Date: 2002-11-04  Drill End Date: 2002-11-04
Seal Method: Other - Hand Mix  Seal Method Desc: Hand Mix
Dist to Septic/Other Contam: Not Reported  Distance to Septic Tank: Not Reported
Dist to Property Line: Not Reported  Distance Verify Meth: Not Reported
Approved by Variance: Not Reported  Sealed by Driller: Yes
Sealed by Name: Not Reported  Surface Completion: Alternative Procedure Used
Surf Complete Desc: Not Reported  Completed by Driller: Not Reported
Pump Type: Not Reported  Pump Type Desc: Not Reported
Pump Depth: Not Reported  Chemical Analysis: No
Injurious Water: No  Company Name: White Drilling Company, Inc.
Driller Name: John Will White  Comments: Not Reported
Plugged within 48 hrs: No  Plugging Rpt Tracking #: Not Reported
Driller License #: 5044  Apprentice Reg #: 1126

Details Reports For: Well Bore Hole  Diameter: 5
Top Depth: 0  Bottom Depth: 23

TC5563191.2s  Page A-65
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### Well Report Details

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### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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#### C76
**ENE**
**1/2 - 1 Mile**
**Lower**

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### C77

**Database:** Submitted Drillers Reports Database (Plugged)  
**Plugging Rpt #:** 18573  
**Borehole Depth (ft):** 23

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### C78

**Database:** Submitted Drillers Reports Database (Plugged)  
**Plugging Rpt #:** 18565  
**Borehole Depth (ft):** 20

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---|---|---|---|---|---|---|---|---|---|
Details Reports For: | Plug Casing | 20 | Bottom Depth: | 20 | Bottom Depth: | 20 | Bottom Depth: | 20 | Bottom Depth: | 20 |
Amount: | Not Reported | Unit: | Not Reported | Amount: | Not Reported | Unit: | Not Reported | Amount: | Not Reported | Unit: |

## C79
### ENE
1/2 - 1 Mile

**Lower**

**Database:** Submitted Driller Reports Database (Plugged)

**Plugging Rpt #:** 18564

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Owner Name:** Stanley Morris

**# Wells Plugged:** Not Reported

**Original Company Name:** Not Reported

**Original License #:** 2511

**Original Drill Date:** 1991-12-02

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2004-08-12

**Company Name:** ICE, Inc.

**Driller License:** 3304

**Comments:** Not Reported

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-8

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Original Well Use:** Monitor

**Plug Seal:** 1-Concrete

**Unit:** Not Reported

**Variance #:** Not Reported

**Plugger Name:** Gary D. Dickerson

**Apprentice Reg #:** Not Reported

**Comments:** Not Reported

**Details Reports For:** Plug Bore Hole

**Top Depth:** Not Reported

**Bottom Depth:** Not Reported

**Details Reports For:** Plug Casing

**Top Depth:** 0

**Bottom Depth:** 2

**Details Reports For:** Plug Range

**Top Depth:** 0

**Unit:** Not Reported

**Plug Sealing:** 1-Concrete

**Unit:** Not Reported

**Plug Seal:** 1-Bent. Chips

**Unit:** Not Reported

**Plug Date:** 2004-08-12

**Well #:** MW-8

**Elevation:** Not Reported

**Apprentice Reg #:** Not Reported

**Comments:** Not Reported
Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2
**Plug Date:** 2004-08-12  
**Company Name:** ICE, Inc.  
**Driller License:** 3304  
**Comments:** Not Reported  
**Variance #:** Not Reported  
**Plugger Name:** Gary D. Dickerson  
**Apprentice Reg #:** Not Reported  
**Comments:** Not Reported  

**Details Reports For:** Plug Bore Hole  
**Top Depth:** Not Reported  
**Bottom Depth:** 20  
**Diameter:** 4.75  
**Bottom Depth:** 20

**Details Reports For:** Plug Range  
**Top Depth:** 0  
**Plug Seal:** 1-Concrete  
**Unit:** Not Reported

**Details Reports For:** Plug Range  
**Top Depth:** 2  
**Plug Seal:** 0.50-Bent. Chips  
**Unit:** Not Reported

**Owner Name:** Stanley Morris  
**# Wells Plugged:** Not Reported  
**Original Company Name:** Not Reported  
**Original License #:** 5044  
**Original Drill Date:** 1997-06-13  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2004-08-12  
**Company Name:** ICE, Inc.  
**Driller License:** 3304  
**Comments:** Not Reported  
**Variance #:** Not Reported  
**Plugger Name:** Gary D. Dickerson  
**Apprentice Reg #:** Not Reported  
**Comments:** Not Reported  

**Details Reports For:** Plug Bore Hole  
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**Bottom Depth:** 20  
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**Bottom Depth:** 20

**Details Reports For:** Plug Range  
**Top Depth:** 0  
**Plug Seal:** 1-Concrete  
**Unit:** Not Reported

**Details Reports For:** Plug Range  
**Top Depth:** 2  
**Plug Seal:** 1-Bent. Chips  
**Unit:** Not Reported
Plug Data Details Reports For:

Details Reports For:
Ownership Name: Not Reported
Original License #: Not Reported
Original Company Name: Not Reported
Original Drill Date: 1997-06-13
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2004-08-12

Well Type: Monitor
Well Report #: Not Reported

Details Reports For:
Top Depth: Not Reported
Bottom Depth: 20

Details Reports For:
Top Depth: 0
Plug Seal: 1-Concrete
Unit: Not Reported

Details Reports For:
Top Depth: 2
Plug Seal: 0.75-Bent. Chips
Unit: Not Reported

Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2004-08-12

Well Type: Monitor
Well Report #: Not Reported

Details Reports For:
Top Depth: Not Reported
Bottom Depth: 20

Details Reports For:
Top Depth: Not Reported
Plug Seal: Not Reported
Unit: Not Reported

Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2004-08-12

Well Type: Monitor
Well Report #: Not Reported

Details Reports For:
Top Depth: Not Reported
Bottom Depth: 20

Details Reports For:
Top Depth: Not Reported
Plug Seal: Not Reported
Unit: Not Reported
### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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#### C85

**ENW**

**1/2 - 1 Mile**

**Lower**

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### Well Report #1

**Well #:** MW-23  
**Owner Name:** Stanley Morris  
**Original Driller:** Not Reported  
**Original Company Name:** Not Reported  
**Original License #:** 5044  
**Original Drill Date:** 2003-05-16  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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**Top Depth:** 23  
**Bottom Depth:** 2  
**Unit:** Not Reported  
**Amount:** Not Reported

### Well Report #2

**Well #:** MW-24  
**Owner Name:** Stanley Morris  
**Original Driller:** Not Reported  
**Original Company Name:** Not Reported  
**Original License #:** 5044  
**Original Drill Date:** 2003-05-16  
**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

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**Bottom Depth:** Not Reported  
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**Amount:** Not Reported
### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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**Database:** Submitted Drillers Reports Database (Plugged)

**Plugging Rpt #:** 18556

**Borehole Depth (ft):** 20

**Owner Name:** Stanley Morris

**# Wells Plugged:** Not Reported

**Original Company Name:** Not Reported

**Original License #:** 2511

**Original Drill Date:** 1991-10-07

**Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

**Plug Date:** 2004-08-12

**Company Name:** ICE, Inc.

**Driller License:** 3304

**Comments:** Not Reported

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported

**Database:** Submitted Drillers Reports Database (Plugged)

**Plug Rpt #:** 18556

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported

**Database:** Submitted Drillers Reports Database (Plugged)

**Plug Rpt #:** 18556

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported

**Database:** Submitted Drillers Reports Database (Plugged)

**Plug Rpt #:** 18556

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported

**Database:** Submitted Drillers Reports Database (Plugged)

**Plug Rpt #:** 18556

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported

**Database:** Submitted Drillers Reports Database (Plugged)

**Plug Rpt #:** 18556

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported

**Database:** Submitted Drillers Reports Database (Plugged)

**Plug Rpt #:** 18556

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported

**Database:** Submitted Drillers Reports Database (Plugged)

**Plug Rpt #:** 18556

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported

**Database:** Submitted Drillers Reports Database (Plugged)

**Plug Rpt #:** 18556

**Borehole Depth (ft):** 20

**Details Reports For:** Plug Data

**Submitted Date:** 2004-08-23

**Well #:** MW-2

**Elevation:** Not Reported

**Original Driller:** Powell

**Original Well Use:** Monitor

**Monitor Original Well Use:** 2511

**Original License #:** Not Reported

**Original Driller:** Not Reported

**Original Company Name:** Not Reported

**Elevation:** Not Reported

**# Wells Plugged:** Not Reported
C99
ENE
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 18561
Borehole Depth (ft): 20

Details Reports For: Plug Data
Owner Name: Stanley Morris
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 2511
Original Drill Date: 1991-10-08
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2004-08-12
Company Name: ICE, Inc.
Driller License: 3304
Comments: Not Reported

Details Reports For: Plug Bore Hole
Top Depth: Not Reported
Bottom Depth: 20

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported
Plug Seal: 1-Concrete
Unit: Not Reported

Details Reports For: Plug Range
Bottom Depth: 20
Amount: Not Reported
Plug Seal: 1-Bent. Chips
Unit: Not Reported

---

C90
ENE
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 18560
Borehole Depth (ft): 20

Details Reports For: Plug Data
Owner Name: Stanley Morris
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: 2511
Original Drill Date: 1991-10-08
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2004-08-12
Company Name: ICE, Inc.
Driller License: 3304
Comments: Not Reported

Details Reports For: Plug Bore Hole
Top Depth: Not Reported
Bottom Depth: 20

Details Reports For: Plug Range
Bottom Depth: 2
Amount: Not Reported
Plug Seal: 1-Concrete
Unit: Not Reported

Details Reports For: Plug Range
Bottom Depth: 20
Amount: Not Reported
Plug Seal: 1-Bent. Chips
Unit: Not Reported

---

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
<table>
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<tr>
<th>Details Reports For:</th>
<th>Plug Bore Hole</th>
<th>Diameter:</th>
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<td>Top Depth:</td>
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<td>Bottom Depth:</td>
<td>2</td>
<td>Plug Seal:</td>
<td>1-Concrete</td>
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<td>Unit:</td>
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<tr>
<th>Details Reports For:</th>
<th>Plug Range</th>
<th>Top Depth:</th>
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<tr>
<td>Bottom Depth:</td>
<td>20</td>
<td>Plug Seal:</td>
<td>1-Bent. Chips</td>
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<td>Unit:</td>
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Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.
### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

#### B92

<table>
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<tr>
<th>Map ID</th>
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<th>Elevation</th>
<th>Database</th>
<th>EDR ID Number</th>
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<td></td>
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<td>1/2 - 1 Mile</td>
<td>Lower</td>
<td>Submitted Drillers Reports Database (Plugged)</td>
<td>TX WELLS</td>
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<tr>
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<td>33992</td>
<td>TXPLU5000076774</td>
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#### Details Reports For

- **Plug Data**
  - **Submitted Date:** 2006-10-02
  - **Owner Name:** Bill Burns Oil Company
  - **Company Name:** Talon Drilling, LP
  - **Comments:** No Data

- **Plug Bore Hole**
  - **Diameter:** 2
  - **Top Depth:** Not Reported
  - **Bottom Depth:** 25

- **Plug Casing**
  - **Top Depth:** 0
  - **Bottom Depth:** 2

- **Plug Range**
  - **Top Depth:** 2
  - **Plug Seal:** 0.5 Holeplug
  - **Amount:** Not Reported

- **Plug Range**
  - **Top Depth:** 0
  - **Plug Seal:** 2 Cement
  - **Amount:** Not Reported

---

#### C03

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<td>1/2 - 1 Mile</td>
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<td>Well Report Database</td>
<td>TX WELLS</td>
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<td></td>
<td></td>
<td>116939</td>
<td>TXDOL2000116947</td>
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#### Details Reports For

- **Plug Data**
  - **Submitted Date:** 2006-10-02
  - **Owner Name:** Bill Burns Oil Company
  - **Comments:** No Data

- **Plug Bore Hole**
  - **Diameter:** 2
  - **Top Depth:** Not Reported
  - **Bottom Depth:** 25

- **Plug Casing**
  - **Top Depth:** 0
  - **Bottom Depth:** 2

- **Plug Range**
  - **Top Depth:** 2
  - **Plug Seal:** 0.5 Holeplug
  - **Amount:** Not Reported

- **Plug Range**
  - **Top Depth:** 0
  - **Plug Seal:** 2 Cement
  - **Amount:** Not Reported

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#### Map ID Details

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<th>Lat</th>
<th>Long</th>
<th>Gpsused</th>
<th>Propuse</th>
<th>Completedd</th>
<th>Dmethod</th>
<th>County</th>
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<th>Propuse</th>
<th>Completedd</th>
<th>Dmethod</th>
<th>County</th>
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<tbody>
<tr>
<td>116939</td>
<td>Stanley Morris</td>
<td>907 East Broadway Street, Sweetwater , TX 79556</td>
<td>29-37-6</td>
<td>Bobs Tire &amp; Serv. Center, 1509 Lamar St., Sweetwater , TX 79556</td>
<td>32 23 13 N</td>
<td>100 23 56 W</td>
<td>Garman 12XL</td>
<td>Monitor</td>
<td>Not Reported</td>
<td>Air Rotary</td>
<td>Nolan</td>
<td>No Data</td>
<td>New Well</td>
<td>Not Reported</td>
<td>Open Hole</td>
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#### Additional Information

- **Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
- **Plug Date:** 2006-09-27
- **Driller License:** Kyle Burt
- **Apprentice Reg #:** 3165
- **Plugger Name:** Talon Drilling, LP
- **Variance #:** 2006-09-27
- **Plug Date:** 2006-09-27
- **Plug Method:** Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
- **Plug Date:** 2006-09-27
- **Driller License:** Kyle Burt
- **Apprentice Reg #:** 3165
- **Plugger Name:** Talon Drilling, LP
- **Variance #:** 2006-09-27
- **Plug Date:** 2006-09-27

---

**Owner Name:** Bill Burns Oil Company
**Company Name:** Talon Drilling, LP
**Comments:** No Data
### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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<tr>
<td>Owner</td>
<td>Stanley Morris</td>
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<td>Address</td>
<td>907 East Broadway Street, Sweetwater, TX 79556</td>
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<td>Grid</td>
<td>29-37-6</td>
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<tr>
<td>Waddress</td>
<td>Bobs Tire &amp; Serv. Center, 1509 Lamar St., Sweetwater, TX 79556</td>
</tr>
<tr>
<td>Lat</td>
<td>32 27 13 N</td>
</tr>
<tr>
<td>Long</td>
<td>100 23 56 W</td>
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<tr>
<td>Gpssused</td>
<td>Garman 12XL</td>
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<td>Propuse</td>
<td>Monitor</td>
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<tr>
<td>Completedd</td>
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<td>Dmethod</td>
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<td>Packedfrom</td>
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<td>Finterval</td>
<td>From 2.0 ft to 1.0 ft with Bent. Pell (#sacks and material)</td>
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<td>Tinterval</td>
<td>From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)</td>
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<tr>
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<td>13.10 ft. below land surface on 2/18/2003</td>
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<tr>
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<tr>
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<td>Yield</td>
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<td>No</td>
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<tr>
<td>Companyyadd</td>
<td>P.O. Box 906</td>
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<tr>
<td>Licensenum</td>
<td>5044</td>
</tr>
<tr>
<td>Dsignature</td>
<td>William B. Atkins</td>
</tr>
<tr>
<td>Comments</td>
<td>No Data</td>
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### TX WELLS TXDOL2000116946

- **Well Information**
  - **Flow:** No Data
  - **Cementinwe:** No Data
  - **Pumpbowl:** Not Reported
  - **Yield:** Not Reported
  - **Stratadep:** No Data
  - **Undesirabl:** No
  - **Companyyadd:** P.O. Box 906
  - **Licensenum:** 5044
  - **Dsignature:** William B. Atkins
  - **Comments:** No Data

- **Well Details**
  - **Staticcleve:** 16.60 ft. below land surface on 2/18/2003
  - **Flow:** No Data
  - **Cementinwe:** No Data
  - **Typepump:** No Data
  - **Welltests:** No Data
  - **Yield:** No Data
  - **Stratadep:** 16.60 ft.
  - **Undesirabl:** Yes
  - **Companyyadd:** P.O. Box 906
  - **Licensenum:** 5044
  - **Dsignature:** William B. Atkins
  - **Comments:** No Data

- **Well Details**
  - **Staticcleve:** 16.60 ft. below land surface on 2/18/2003
  - **Flow:** No Data
  - **Cementinwe:** No Data
  - **Typepump:** No Data
  - **Welltests:** No Data
  - **Yield:** No Data
  - **Stratadep:** 16.60 ft.
  - **Undesirabl:** Yes
  - **Companyyadd:** P.O. Box 906
  - **Licensenum:** 5044
  - **Dsignature:** William B. Atkins
  - **Comments:** No Data
GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

C95
ENE
1/2 - 1 Mile
Lower

Database: Well Report Database
Rec id: 116940
Owner: Stanley Morris
Address: 907 East Broadway Street, Sweetwater, TX 79556
Grid: 29-37-6
Waddress: Bobs Tire & Service Center, 1509 Lamar St., Sweetwater, TX 79556
Lat: 32° 27' 13" N
Long: 100° 23' 56" W
Gpsused: Garman 12XL
Propuse: Monitor
Completed: Not Reported
Drill End Date: 2002-11-08
Drill Start Date: Not Reported
PWS #: Not Reported
Well #:

Proposed Use: New Well
Type of Work:

Injurious Water Quality:

Well Rpt #: 14068
Well Type: New Well
Borehole Depth (ft): 23
Plugging Rpt #: Not Reported

Submitted Date: 2002-11-14
Owner Name: Stanley Morris
# Wells Drilled: Not Reported
Type of Work: New Well
Original Well Rpt Track #: Not Reported
Proposed Use Desc: Not Reported
PWS #: Not Reported
Drill End Date: 2002-11-08
Seal Method Desc: Hand Mix
Seal Method:

Other - Hand Mix

Sealed by Driller: Yes
Distance Verify Meth: Not Reported
Distance to Septic Tank: Not Reported
Distance to Septic/Other Contam: Not Reported
Approved by Variance: Not Reported

Comments:

Well Tests: No Data
Watertyp: No Data
Chemicalma: No
Packsize: 23.0 ft to 2.0 ft
Packed: Open Hole
Open Hole

Cementedby: White Drilling Company, Inc.
Companyadd: P.O. Box 906
Licensenum: 5044
Dsignature: John W. White
Wsignature:

Citystate: Clyde, TX 79510
Companyname: White Drilling Company, Inc.
Cementinw: No Data
Typepump: No Data

Wellbowl: No Data
Waterpump: No Data

Packers: No Data
Flow: No Data

Staticlev: 9.60 ft. below land surface on 11/13/2002

Interval: From 2.0 ft to 1.0 ft with Bent. Pell (#sacks and material)
Sinterval: From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)

Elevation: 100   23   56   W
Long: 32   27   13 N
Nolan County:

Clyde, TX 79510
P.O. Box 906
White Drilling Company, Inc.

1126
Regnum: William B. Atkins

907 East Broadway Street, Sweetwater, TX 79556

Bobs Tire & Service Center, 1509 Lamar St., Sweetwater, TX 79556

C96
ENE
1/2 - 1 Mile
Lower

Database: Submitted Driller Reports Database (Monitoring)

Well Rpt #: 14068
Proposed Use: Monitor
Injurious Water Quality: no

Submitted Date: 2002-11-14
Owner Name: Stanley Morris
# Wells Drilled: Not Reported
Type of Work: New Well
Original Well Rpt Track #: Not Reported
Proposed Use Desc: Not Reported
PWS #: Not Reported
Drill End Date: 2002-11-08
Seal Method Desc: Hand Mix
Seal Method:

Other - Hand Mix

Sealed by Driller: Yes
Distance Verify Meth: Not Reported
Distance to Septic Tank: Not Reported
Distance to Septic/Other Contam: Not Reported
Approved by Variance: Not Reported

Comments:

Well Tests: No Data
Watertyp: No Data
Chemicalma: No
Packsize: 23.0 ft to 2.0 ft
Packed: Open Hole
Open Hole

Cementedby: White Drilling Company, Inc.
Companyadd: P.O. Box 906
Licensenum: 5044
Dsignature: John W. White
Wsignature:

Citystate: Clyde, TX 79510
Companyname: White Drilling Company, Inc.
Cementinw: No Data
Typepump: No Data

Wellbowl: No Data
Waterpump: No Data

Packers: No Data
Flow: No Data

Staticlev: 9.60 ft. below land surface on 11/13/2002

Interval: From 2.0 ft to 1.0 ft with Bent. Pell (#sacks and material)
Sinterval: From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)

Elevation: 100   23   56   W
Long: 32   27   13 N
Nolan County:

Clyde, TX 79510
P.O. Box 906
White Drilling Company, Inc.

1126
Regnum: William B. Atkins

907 East Broadway Street, Sweetwater, TX 79556

Bobs Tire & Service Center, 1509 Lamar St., Sweetwater, TX 79556
Sealed by Name: Not Reported
Surf Complete Desc: Not Reported
Pump Type: Not Reported
Pump Depth: Not Reported
Injurious Water: No
Plugged within 48 hrs: No
Driller Name: John Will White
Driller License #: 5044

Details Reports For: Well Bore Hole
Top Depth: 0
Bottom Depth: 23

Details Reports For: Well Drilling Method
Drill Method: Air Rotary

Details Reports For: Well Completion
Borehole Completion: Straight Wall

Details Reports For: Well Completion
Borehole Completion: Open Hole

Details Reports For: Well Completion
Borehole Completion: Filter Packed

Details Reports For: Well Filter
Size: Not Reported
Filter Material: Gravel
Bottom Depth: 23

Details Reports For: Well Seal Range
Bottom Depth: 1
Amount: Not Reported
Top Depth: 0
Annular Seal: 3.0
Unit: Not Reported

Details Reports For: Well Seal Range
Bottom Depth: 2
Amount: Not Reported
Top Depth: 1
Annular Seal: Bent. Pell
Unit: Not Reported

Details Reports For: Well Levels
Measurement Date: 2002-11-13
Measurement Method: Unknown
Measurement: 9.5999999999999996
Artesian Flow: Not Reported

Details Reports For: Well Lithology
Top Depth: 0
Lithology: Reddish brown sandy clay.
Bottom Depth: 1

Details Reports For: Well Lithology
Top Depth: 1
Lithology: Reddish brown silty sand.
Bottom Depth: 4.5

Details Reports For: Well Lithology
Top Depth: 4.5
Lithology: Reddish brown silty packsand.
Bottom Depth: 10

Details Reports For: Well Lithology
Migrated Sort #: 0

Details Reports For: Well Lithology
Migrated Sort #: 0
Top Depth: 10  Bottom Depth: 11
Lithology: White gypsum.

Details Reports For: Well Lithology
Top Depth: 11  Bottom Depth: 12
Lithology: Reddish brown silty packsand.

Details Reports For: Well Lithology
Top Depth: 12  Bottom Depth: 23
Lithology: Reddish brown silty packsand w/gray sandstone stringers.

Details Reports For: Well Casing
Top Depth: Not Reported  Bottom Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Riser 0.0 to 3.0 sch. 40
Diameter: Not Reported  Casing Status: Not Reported
Casing Material: Not Reported  Casing Type: Not Reported
Schedule: Not Reported  Gauge: Not Reported

Details Reports For: Well Casing
Top Depth: Not Reported  Bottom Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Screen 3.0 to 23.0 .020
Diameter: Not Reported  Casing Status: Not Reported
Casing Material: Not Reported  Casing Type: Not Reported
Schedule: Not Reported  Gauge: Not Reported

Details Reports For: Well Casing
Top Depth: Not Reported  Bottom Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Screen 3.0 to 23.0 .020
Diameter: Not Reported  Casing Status: Not Reported
Casing Material: Not Reported  Casing Type: Not Reported
Schedule: Not Reported  Gauge: Not Reported

C97 ENE 1/2 - 1 Mile Lower

Database: Submitted Driller's Reports Database (Monitoring)
Well Rpt #: 17121  Well Type: New Well
Proposed Use: Monitor  Borehole Depth (ft): 23
Injurious Water Quality: yes  Plugging Rpt #: Not Reported

Submitted Date: 2003-02-19  Owner Name: Stanley Morris
Well #: MW-20  # Wells Drilled: Not Reported
Elevation: Not Reported  Type of Work: New Well
Work Type Desc: Not Reported  Original Well Rpt Track #: Not Reported
Proposed Use: Monitor  Proposed Use Desc: Not Reported
TCEQ Approved Plans: Not Reported  PWS #: Not Reported
Drill Start Date: 2003-02-11  Drill End Date: 2003-02-11
Seal Method: Other - Hand Mix  Seal Method Desc: Hand Mix
Dist to Septic/Other Contam: Not Reported  Distance to Septic Tank: Not Reported
Dist to Property Line: Not Reported  Distance Verify Meth: Not Reported
Approved by Variance: Not Reported  Seal by Driller: Yes
Sealed by Name: Not Reported  Surface Completion: Alternative Procedure Used
Surf Complete Desc: Not Reported  Completed by Driller: Not Reported
Pump Type: Not Reported  Pump Type Desc: Not Reported
Pump Depth: Not Reported  Chemical Analysis: No
Injurious Water: Yes  Company Name: White Drilling Company, Inc.
Driller Name: John Will White  Comments: Not Reported
Plugged within 48 hrs: No  Plugging Rpt Tracking #: Not Reported
Driller License #: 5044  Apprentice Reg #: 1126
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<th>Details Reports For:</th>
<th>Well Bore Hole</th>
<th>Diameter:</th>
<th>6.25</th>
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<tr>
<td>Top Depth:</td>
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<td>Bottom Depth:</td>
<td>23</td>
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<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Drilling Method</th>
<th>Drill Method:</th>
<th>Air Rotary</th>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Completion</th>
<th>Borehole Completion:</th>
<th>Open Hole</th>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Completion</th>
<th>Borehole Completion:</th>
<th>Straight Wall</th>
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</table>

<table>
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<tr>
<th>Details Reports For:</th>
<th>Well Completion</th>
<th>Borehole Completion:</th>
<th>Filter Packed</th>
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<table>
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<tr>
<th>Details Reports For:</th>
<th>Well Filter</th>
<th>Filter Material:</th>
<th>Gravel</th>
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<tr>
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<td>Size:</td>
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<table>
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<th>Details Reports For:</th>
<th>Well Seal Range</th>
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<tbody>
<tr>
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<td>Unit:</td>
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<table>
<thead>
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<tbody>
<tr>
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<td>2</td>
<td>Annular Seal:</td>
<td>Bent. Pell</td>
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<td>Unit:</td>
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<table>
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<td>2003-02-18</td>
<td>Artesian Flow:</td>
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<td>Measurement Method:</td>
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<table>
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<th>Details Reports For:</th>
<th>Well Strata</th>
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<tbody>
<tr>
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<td>hydrocarbon</td>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Injurious Constituent</th>
<th>Bottom Depth:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Top Depth:</td>
<td>Not Reported</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nat Injurious Constit.:</td>
<td>Not Reported</td>
<td></td>
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<tr>
<td>UnNat Inj Constituent:</td>
<td>Hydrocarbon Contamination (gasoline, diesel, etc.)</td>
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</table>

<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Lithology</th>
<th>Migrated Sort #:</th>
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<tbody>
<tr>
<td>Lithology:</td>
<td>Reddish brown silty sand.</td>
<td>Bottom Depth:</td>
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<table>
<thead>
<tr>
<th>Details Reports For:</th>
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<tbody>
<tr>
<td>Top Depth:</td>
<td>2</td>
<td>Bottom Depth:</td>
<td>8</td>
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<tr>
<td>Lithology:</td>
<td>Reddish brown silty packsand.</td>
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</table>

<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Lithology</th>
<th>Migrated Sort #:</th>
<th>0</th>
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<tbody>
<tr>
<td>Top Depth:</td>
<td>8</td>
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</tr>
<tr>
<td>Lithology:</td>
<td>Reddish brown silty packsand w/gray sand stringers.</td>
<td></td>
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</table>
GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Details Reports For: Well Casing
Top Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Riser 0.0 to 3.0 sch. 40
Diameter: Not Reported
Casing Material: Not Reported
Schedule: Not Reported

Details Reports For: Well Casing
Top Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Screen 3.0 to 23.0 .020
Diameter: Not Reported
Casing Material: Not Reported
Schedule: Not Reported

Details Reports For: Well Bore Hole
Top Depth: 0
Bottom Depth: Not Reported

Details Reports For: Well Drilling Method
Drill Method: Air Rotary

Details Reports For: Well Completion
Borehole Completion: Filter Packed

Details Reports For: Well Completion
Borehole Completion: Straight Wall

---

C98
ENE
1/2 - 1 Mile
Lower

Database: Submitted Drillers Reports Database (Monitoring)
Well Rpt #: 17122
Proposed Use: Monitor
Injurious Water Quality: no

Submitted Date: 2003-02-19
Well #: MW-21
Elevation: Not Reported
Work Type Desc: Not Reported
Proposed Use: Monitor
TCEQ Approved Plans: Not Reported
Drill Start Date: 2003-02-11
Dist to Septic/Other Contam: Not Reported
Dist to Property Line: Not Reported
Approved by Variance: Not Reported
Sealed by Name: Not Reported
Surf Complete Desc: Not Reported
Pump Type: Not Reported
Pump Depth: Not Reported
Injurious Water: No
Driller Name: John Will White
Plugged within 48 hrs: No
Driller License #: 5044

Owner Name: Stanley Morris
# Wells Drilled: Not Reported
Type of Work: New Well
Original Well Rpt Track #: Not Reported
Proposed Use Desc: Not Reported
PWS #: Not Reported
Drill End Date: 2003-02-11
Seal Method Desc: Other - Hand Mix
Distance to Septic Tank: Not Reported
Distance Verify Meth: Not Reported
Sealed by Driller: Yes
Surface Completion: Alternative Procedure Used
Completed by Driller: Not Reported
Chemical Analysis: No
Company Name: White Drilling Company, Inc.
Comments: Not Reported
Plugging Rpt Tracking #: Not Reported
Apprentice Reg #: 1126

---

---
<table>
<thead>
<tr>
<th>Details Reports For:</th>
<th>Well Completion</th>
<th>Borehole Completion:</th>
<th>Open Hole</th>
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<tbody>
<tr>
<td>Details Reports For:</td>
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<td>Bottom Depth:</td>
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<tr>
<td>Details Reports For:</td>
<td>Well Seal Range</td>
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<td>Bottom Depth:</td>
<td>1</td>
<td>Annular Seal:</td>
<td>3.0</td>
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<tr>
<td>Amount:</td>
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<td>Details Reports For:</td>
<td>Well Seal Range</td>
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<td>Bottom Depth:</td>
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<td>Annular Seal:</td>
<td>Bent. Pell</td>
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<td>Amount:</td>
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<td>Details Reports For:</td>
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<td>Measurement Date:</td>
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<td>Artesian Flow:</td>
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<td>Measurement Method:</td>
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<td>Details Reports For:</td>
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<td>Migrated Sort #:</td>
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<tr>
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<td>Lithology:</td>
<td>Sealcoat &amp; base material.</td>
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<td>Details Reports For:</td>
<td>Well Lithology</td>
<td>Migrated Sort #:</td>
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<tr>
<td>Top Depth:</td>
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<td>Bottom Depth:</td>
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<td>Lithology:</td>
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<td>Details Reports For:</td>
<td>Well Lithology</td>
<td>Migrated Sort #:</td>
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<tr>
<td>Top Depth:</td>
<td>8.5</td>
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<td>Details Reports For:</td>
<td>Well Lithology</td>
<td>Migrated Sort #:</td>
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<td>Top Depth:</td>
<td>18</td>
<td>Bottom Depth:</td>
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<tr>
<td>Lithology:</td>
<td>Light tan silty sand within sandstone stringers.</td>
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<tr>
<td>Details Reports For:</td>
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<td>Migrated Sort #:</td>
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<td>Bottom Depth:</td>
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<td>Migrated Casing Info:</td>
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<td>Casing Type:</td>
<td>Not Reported</td>
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<td>Casing Material:</td>
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<td>Gauge:</td>
<td>Not Reported</td>
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<td>Schedule:</td>
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<td>Well Casing</td>
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<td>Top Depth:</td>
<td>Not Reported</td>
<td>Bottom Depth:</td>
<td>Not Reported</td>
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<tr>
<td>Migrated Casing Info:</td>
<td>2.0 New PVC Screen 3.0 to 23.0 .020</td>
<td>Casing Status:</td>
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<td>Diameter:</td>
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<td>Casing Type:</td>
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<td>Casing Material:</td>
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<td>Gauge:</td>
<td>Not Reported</td>
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<tr>
<td>Schedule:</td>
<td>Not Reported</td>
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### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

**Map ID**
- C99
- ENE
- 1/2 - 1 Mile
- Lower

**Database**
- Well Report Database
- Submitted Driller Reports Database (Monitoring)

**Owner**
- Stanley Morris
- Ownerwell: MW-16

**Well Rpt #**
- 14065

**Proposed Use**
- Monitor

**Injurious Water Quality**
- no

**Submitted Date**
- 2002-11-14

**Well #:**
- MW-16

**Elevation:**
- Not Reported

**Work Type Desc:**
- Not Reported

**Proposed Use**
- Monitor

**TCEQ Approved Plans:**
- Not Reported

**Drill Start Date**
- 2002-11-04

**Seal Method:**
- Other - Hand Mix

**Dist to Septic/Other Contam:**
- Not Reported

**Approved by Variance:**
- Not Reported

**Owner Name:**
- Stanley Morris

**# Wells Drilled:**
- Not Reported

**Type of Work:**
- New Well

**Original Well Rpt Track #:**
- Not Reported

**PWS #:**
- Not Reported

**Drill End Date:**
- 2002-11-04

**Seal Method Desc:**
- Hand Mix

**Distance to Septic Tank:**
- Not Reported

**Distance Verify Meth:**
- Sealed by Driller: Yes

**Well Rpt #:**
- 23

**Well Rpt #:**
- MW-16

**Ownerwell:**
- MW-16

**Database:**
- TX WELLS
  - TXDOL2000116951
  - TXMON5000013382
Sealed by Name: Not Reported  
Surf Complete Desc: Not Reported  
Pump Type: Not Reported  
Pump Depth: Not Reported  
Injurious Water: No  
Driller Name: John Will White  
Plugged within 48 hrs: No  
Driller License #: 5044  

Details Reports For: Well Bore Hole  
Top Depth: 0  
Diameter: 5  
Bottom Depth: 23  

Details Reports For: Well Drilling Method  
Drill Method: Air Rotary  

Details Reports For: Well Completion  
Borehole Completion: Straight Wall  

Details Reports For: Well Completion  
Borehole Completion: Open Hole  

Details Reports For: Well Completion  
Borehole Completion: Filter Packed  

Details Reports For: Well Filter  
Top Depth: 2  
Filter Material: Gravel  
Size: Not Reported  
Bottom Depth: 23  

Details Reports For: Well Seal Range  
Top Depth: 1  
Annular Seal: Bent. Pell  
Bottom Depth: Not Reported  
Amount: Not Reported  
Unit: Not Reported  

Details Reports For: Well Seal Range  
Top Depth: 0  
Annular Seal: 3.0  
Unit: Not Reported  
Bottom Depth: Not Reported  
Amount: Not Reported  

Details Reports For: Well Levels  
Measurement Date: 2002-11-13  
Artesian Flow: Not Reported  
Measurement Method: Unknown  
Measurement: 14.1  

Details Reports For: Well Lithology  
Migrated Sort #: 0  
Top Depth: 0  
Bottom Depth: 1  
Lithology: Brown sandy clay.  

Details Reports For: Well Lithology  
Migrated Sort #: 0  
Top Depth: 1  
Bottom Depth: 17  
Lithology: Reddish brown silty packsand.  

Details Reports For: Well Lithology  
Migrated Sort #: 0  
Top Depth: 17  
Bottom Depth: 20  
Lithology: Tan Gypsum.  

Details Reports For: Well Lithology  
Migrated Sort #: 0
Top Depth: 20
Lithology: Reddish brown silty packsand.

Details Reports For: Well Lithology
Top Depth: 20
Lithology: Tan sandstone.

Details Reports For: Well Casing
Top Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Riser 0.0 to 3.0 sch. 40
Diameter: Not Reported
Casing Material: Not Reported
Schedule: Not Reported
Migrated Sort #: 0
Casing Status: Not Reported
Casing Type: Not Reported
Gauge: Not Reported

Details Reports For: Well Casing
Top Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Screen 3.0 to 23.0 .020
Diameter: Not Reported
Casing Material: Not Reported
Schedule: Not Reported
Migrated Sort #: 1
Casing Status: Not Reported
Casing Type: Not Reported
Gauge: Not Reported

Details Reports For: Well Casing
Top Depth: Not Reported
Migrated Casing Info: 2.0 New PVC Riser 0.0 to 3.0 sch. 40
Diameter: Not Reported
Casing Material: Not Reported
Schedule: Not Reported
Migrated Sort #: 2
Casing Status: Not Reported
Casing Type: Not Reported
Gauge: Not Reported

Details Reports For: Plug Data
Owner Name: Bill Burns Oil Company
# Wells Plugged: Not Reported
Original Company Name: Not Reported
Original License #: Not Reported
Original Drill Date: Not Reported
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet
Plug Date: 2006-09-27
Company Name: Talon Drilling, LP
Driller License: 54969
Comments: No Data
Variances #: Not Reported
Plugger Name: Kyle Burt
Apprentice Reg #: 3165
Comments: Not Reported

Details Reports For: Plug Casing
Top Depth: 0
Diameter: 2

Details Reports For: Plug Range
Top Depth: 0
Amount: Not Reported

Database: Submitted Drillers Reports Database (Plugged)
Plugging Rpt #: 33995
Well Type: Monitor
Borehole Depth (ft): 25
Well Report #: Not Reported
Submitted Date: 2006-10-02
Well #: MW-12
Elevation: Not Reported
Original Driller: Not Reported
Original Well Use: Monitor

Details Reports For: Plug Bore Hole
Top Depth: 25
Diameter: 2

Details Reports For: Plug Casing
Top Depth: 0
Diameter: 2

Details Reports For: Plug Range
Top Depth: 0
Amount: Not Reported

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
Details Reports For: Plug Range  
Bottom Depth: 25  
Amount: Not Reported  
Top Depth: 2  
Plug Seal: 0.5 Holeplug  
Unit: Not Reported

C102  
ENE  
1/2 - 1 Mile  
Lower  

Database: Well Report Database  
Rec id: 116934  
Owner: Stanley Morris  
Address: 907 East Broadway St., Sweetwater, TX 79556  
Grid: 29-37-6  
Waddress: Bobs Tire & Ser. Center - 1509 Lamar St., Sweetwater, TX 79556  
Lat: 32 27 13 N  
Long: 100 23 55 W  
Gpsused: Garman 12XL  
Propuse: Monitor  
Completedd: Not Reported  
Dmethod: Air Rotary  
Packedfrom: Open Hole  
Finterval: From 3.0 ft to 1.0 ft with Bent. Pell (#sacks and material)  
Sinterval: From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)  
Tinterval: No Data  
Cementedby: White Drilling Company, Inc.  
Propertyli: No Data  
Variance: No Data  
Staticleve: 21.05 ft. below land surface on 5/27/2003  
Flow: No Data  
Pumpbowl: Not Reported  
Yield: Not Reported  
Stratadept: No Data  
Undesirabl: No  
Companyadd: P.O. Box 906  
Licensurenum: 5044  
Dsignature: William B. Atkins  
Comments: No Data  

C103  
ENE  
1/2 - 1 Mile  
Lower  

Database: Well Report Database  
Rec id: 116933  
Owner: Stanley Morris  
Address: 907 East Broadway St., Sweetwater, TX 79556  
Grid: 29-37-6  
Waddress: Bobs Tire & Ser. Center - 1509 Lamar St., Sweetwater, TX 79556  
Lat: 32 27 13 N  
Long: 100 23 55 W  
Gpsused: Garman 12XL  
Propuse: Monitor  
Completedd: Not Reported  
Dmethod: Air Rotary  
Packedfrom: Open Hole  
Finterval: From 3.0 ft to 1.0 ft with Bent. Pell (#sacks and material)  
Sinterval: From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)  
Tinterval: No Data  
Cementedby: White Drilling Company, Inc.  
Propertyli: No Data  
Variance: No Data  
Staticleve: 21.05 ft. below land surface on 5/27/2003  
Flow: No Data  
Pumpbowl: Not Reported  
Yield: Not Reported  
Stratadept: No Data  
Undesirabl: No  
Companyadd: P.O. Box 906  
Licensurenum: 5044  
Dsignature: William B. Atkins  
Comments: No Data
Finterval: From 3.0 ft to 1.0 ft with Bent. Pell (#sacks and material)
Sinterval: From 1.0 ft to 0.0 ft with 3.0 (#sacks and material)
Tinterval: No Data
Cementedby: White Drilling Company, Inc.
Property: No Data
Variance: No Data
Staticlevel: 19.94 ft. below land surface on 5/27/2003
Flow: No Data
Cementinwe: No Data
Pumpbowl: Not Reported
Yield: Not Reported
Stratadept: No Data
Undesirabl: No
Companyadd: P.O. Box 906
Licensenum: 5044
Dsignature: William B. Atkins
Comments: No Data

Submitted Date: 2003-05-29
Well #: MW-23
Elevation: Not Reported
Work Type Desc: Not Reported
Proposed Use: Monitor
TCEQ Approved Plans: Not Reported
Drill Start Date: 2003-05-16
Seal Method: Other - Hand Mix
Dist to Septic/Other Contam: Not Reported
Dist to Property Line: Not Reported
Approved by Variance: Not Reported
Sealed by Name: Not Reported
Dist to Septic/Other Contam: Not Reported
Dist to Property Line: Not Reported
Approved by Variance: Not Reported
Sealed by Name: Not Reported
Surf Complete Desc: Not Reported
Pump Type: Not Reported
Pump Depth: Not Reported
Injurious Water: No
Driller Name: John Will White
Plugged within 48 hrs: No
Driller License #: 5044

Details Reports For: Well Bore Hole
Top Depth: 0
Bottom Depth: 25

Details Reports For: Well Drilling Method
Drill Method: Air Rotary

Details Reports For: Well Completion
Borehole Completion: Straight Wall
<table>
<thead>
<tr>
<th>Details Reports For</th>
<th>Well Completion</th>
<th>Borehole Completion: Open Hole</th>
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<tbody>
<tr>
<td>Details Reports For</td>
<td>Well Completion</td>
<td>Borehole Completion: Filter Packed</td>
</tr>
<tr>
<td>Migrated Casing Info:</td>
<td>2.0 New PVC Screen</td>
<td>Bottom Depth: 5.0 to 25.0</td>
</tr>
<tr>
<td>Top Depth</td>
<td>3</td>
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<td>Size</td>
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<td>Details Reports For</td>
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<td>Migrated Sort #: Well Casing</td>
<td>Details Reports For: Not Reported</td>
<td>Lithology: Reddish brown silty sand w/olive green stringers.</td>
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<tr>
<td>Top Depth: 10</td>
<td>Bottom Depth: 13</td>
<td>Reddish brown sandy clay.</td>
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<tr>
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<tr>
<td>Top Depth: 13</td>
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<td>Reddish brown silty sand w/olive green stringers.</td>
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<tr>
<td>Lithology:</td>
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**Well Casing Details Reports For:**

| Migrated Casing Info: | 2.0 New PVC Riser 0.0 to 5.0 sch. 40 |
| Top Depth | Not Reported |
| Diameter | Not Reported |
| Casing Material: | Not Reported |
| Schedule | Not Reported |

**Well Lithology Details Reports For:**

| Lithology: | Reddish brown sandy clay. |
| Top Depth: 0 | Bottom Depth: 6 |
| Lithology: | White silty sand. |
| Top Depth: 6 | Bottom Depth: 7 |
| Lithology: | Reddish brown silty sand. |
| Top Depth: 7 | Bottom Depth: 10 |
| Lithology: | Reddish brown silty sand w/olive green stringers. |
| Top Depth: 10 | Bottom Depth: 13 |
| Lithology: | Reddish brown silty packsand. |
| Top Depth: 13 | Bottom Depth: 25 |
### C105
**ENE**
1/2 - 1 Mile

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### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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- Measurement Date: 2003-05-27
- Measurement Method: Unknown
- Measurement: 19.940000000000001
- Artesian Flow: Not Reported

Details Reports For: Well Lithology
- Top Depth: 0
- Lithology: Reddish brown sandy clay.
- Migrated Sort #: 0
- Bottom Depth: 2

Details Reports For: Well Lithology
- Top Depth: 2
- Lithology: Reddish brown silty sand.
- Migrated Sort #: 0
- Bottom Depth: 10

Details Reports For: Well Lithology
- Top Depth: 10
- Lithology: Reddish brown silty packsand.
- Migrated Sort #: 0
- Bottom Depth: 20

Details Reports For: Well Lithology
- Top Depth: 20
- Lithology: Tan sandstone.
- Migrated Sort #: 0
- Bottom Depth: 21

Details Reports For: Well Lithology
- Top Depth: 21
- Lithology: Reddish brown silty packsand.
- Migrated Sort #: 0
- Bottom Depth: 25

Details Reports For: Well Casing
- Top Depth: Not Reported
- Migrated Casing Info: 2.0 New PVC Riser 0.0 to 5.0 sch. 40
- Diameter: Not Reported
- Casing Material: Not Reported
- Schedule: Not Reported
- Migrated Sort #: 1
- Bottom Depth: Not Reported
- Casing Status: Not Reported
- Casing Type: Not Reported
- Gauge: Not Reported

Details Reports For: Well Casing
- Top Depth: Not Reported
- Migrated Casing Info: 2.0 New PVC Screen 5.0 to 25.0 .020
- Diameter: Not Reported
- Casing Material: Not Reported
- Schedule: Not Reported
- Migrated Sort #: 2
- Bottom Depth: Not Reported
- Casing Status: Not Reported
- Casing Type: Not Reported
- Gauge: Not Reported

### TX WELLS TXPLU5000076762

**Database:** Submitted Drillers Reports Database (Plugged)
**Plugging Rpt #:** 33997
**Borehole Depth (ft):** 25
**Well Type:** Monitor
**Well Report #:** Not Reported
**GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS**

Details Reports For: Plug Data Submitted Date: 2006-10-02
Owner Name: Bill Burns Oil Company Well #: MW-14
# Wells Plugged: Not Reported Elevation: Not Reported
Original Company Name: Not Reported Original Driller: Not Reported
Original License #: Not Reported Original Well Use: Monitor
Original Drill Date: Not Reported
Plug Method: Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet

Plug Date: 2006-09-27 Variance #: Not Reported
Company Name: Talon Drilling, LP Plugger Name: Kyle Burt
Driller License: 54969 Apprentice Reg #: 3165
Comments: No Data Comments: Not Reported

Details Reports For: Plug Bore Hole Diameter: 2
Top Depth: Not Reported Bottom Depth: 25

Details Reports For: Plug Casing Top Depth: 0
Bottom Depth: 25 Diameter: 2

Details Reports For: Plug Range Top Depth: 0
Amount: Not Reported Plug Seal: 1.5 Cement
Amount: Not Reported Unit: Not Reported

Details Reports For: Plug Range Top Depth: 2
Bottom Depth: 25 Plug Seal: 0.5 Holeplug
Amount: Not Reported Unit: Not Reported

C107
ENE
1/2 - 1 Mile
Lower

Database: Well Report Database Fid: 116923
Rec id: 116916 Edr site i: 29274
Owner: Stanley Morris Ownerwell: MW-25
Address: 907 East Broadway St., Sweetwater, TX 79556
Grid: 29-37-6
Waddress: Bobs Tire - 1509 Lamar St., Sweetwater, TX 79556
Lat: 32.27.14 N County: Nolan
Long: 100 23 54 W Elevation: No Data
Gpsused: Garmin 12XL Typeofwork: New Well
Propuse: Monitor Sdate: Not Reported
Completedd: Not Reported Diameter: 6.75 in From Surface To 25.0 ft
Dmethod: Air Rotary Bcompletio: Open Hole
Packedfrom: 25.0 ft to 4.5 ft Packsize: 8/16
Finterval: From 4.5 ft to 2.5 ft with 1/2/Bent. Pell (#sacks and material)
Sinterval: From 2.5 ft to 0.0 ft with 3/Cement (#sacks and material)
Tinterval: No Data Usedmethod: Hand Mix
Cementedby: White Drilling Company, Inc. Contaminat: No Data
Propertyli: No Data Verrimetho: No Data
Variance: No Data Surface: Alternative Procedure Used
Staticleve: 22.41 ft. below land surface on 11/26/2003
Flow: No Data Packers: No Data
Cementinwne: No Data Typepump: No Data
Pumpbowl: Not Reported Welltests: No Data
Yield: Not Reported Watertype: No Data
Stratadept: No Data
Undesirable: No Companyname: White Drilling Company, Inc.
Companyadd: P.O. Box 906 Citystate: Clyde, TX 79510
License #: 54977 Wsignature: William B. Atkins
Dsignature: No Data Regnum: No Data
Comments: No Data Site id: TXDOL2000116924

Database: Well Report Database Fid: 116922
Rec id: 116915 Edr site i: 29275
Owner: Stanley Morris Ownerwell: MW-26
Address: 907 East Broadway St., Sweetwater, TX 79556
Grid: 29-37-6
Waddress: Bobs Tire - 1509 Lamar St., Sweetwater, TX 79556
Lat: 32° 27' 14" N County: Nolan
Long: 100° 23' 54" W Elevation: No Data
Gpsused: Garmin 12XL Typeofwork: New Well
Propuse: Monitor Sdate: Not Reported
Completed: Not Reported Diameter: 6.75 in From Surface To 25.0 ft
Method: Air Rotary Bcompletio: Open Hole
Packed: 25.0 ft to 4.5 ft Packsiz: 8/16
Finterval: From 4.5 ft to 2.5 ft with 1/2/Bent. Pell (#sacks and material)
Sinterval: From 2.5 ft to 0.0 ft with 3/Cement (#sacks and material)
Tinterval: No Data Usedmethod: Hand Mix
Cementedby: White Drilling Company, Inc. Contaminat: No Data
Property: No Data Vertrimetho: No Data
Variance: No Data Surface: Alternative Procedure Used
Staticlevel: 24.22 ft. below land surface on 11/26/2003
Flow: No Data
Cementinwe: No Data
Pumpbowl: Not Reported
Yield: No Data Welltests: No Data
Stratadept: No Data Watertype: No Data
Undesirable: No Companyname: White Drilling Company, Inc.
Companyadd: P.O. Box 906 Citystate: Clyde, TX 79510
License #: 54977 Wsignature: William B. Atkins
Dsignature: No Data Regnum: No Data
Comments: No Data Site id: TXDOL2000116923

Database: Submitted Drillers Reports Database (Monitoring)
Well Rpt #: 29274
Proposed Use: Monitor
Injurious Water Quality: no

Submitted Date: 2003-12-10 Owner Name: Stanley Morris
Well #: MW-25 # Wells Drilled: Not Reported
Elevation: Not Reported Type of Work: New Well
Work Type Desc: Not Reported Original Well Rpt Track #: Not Reported
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| Details Reports For: | Well Bore Hole            | Diameter:         | 6.75                       |
| Top Depth:           | 0                          | Bottom Depth:     | 25                         |

| Details Reports For: | Well Drilling Method       | Drill Method:     | Air Rotary                 |

| Details Reports For: | Well Completion            | Borehole Completion: | Straight Wall              |

| Details Reports For: | Well Completion            | Borehole Completion: | Open Hole                  |

| Details Reports For: | Well Completion            | Borehole Completion: | Filter Packed              |

| Details Reports For: | Well Filter                | Filter Material:    | Gravel                     |
| Top Depth:           | 4.5                        | Bottom Depth:       | 25                         |
| Size:                | 8/16                       |                     |                            |

| Details Reports For: | Well Seal Range            | Top Depth:          | 0                          |
| Bottom Depth:        | 2.5                        | Annular Seal:       | 3/Cement                   |
| Amount:              | Not Reported               | Unit:               | Not Reported               |

| Details Reports For: | Well Seal Range            | Top Depth:          | 2.5                        |
| Bottom Depth:        | 4.5                        | Annular Seal:       | 1/2/Bent. Pell             |
| Amount:              | Not Reported               | Unit:               | Not Reported               |

| Details Reports For: | Well Levels                | Measurement:        | 22.41                      |
| Measurement Date:    | 2003-11-26                 | Artesian Flow:      | Not Reported               |
| Measurement Method:  | Unknown                     |                     |                            |

| Details Reports For: | Well Lithology             | Migrated Sort #:    | 0                          |
| Top Depth:           | 0                          | Bottom Depth:       | 7                          |
| Lithology:           | Reddish brown silty sand w/calc. nodules. |                     |                            |

| Details Reports For: | Well Lithology             | Migrated Sort #:    | 0                          |
| Top Depth:           | 7                          | Bottom Depth:       | 14                         |
| Lithology:           | Reddish brown silty clay.  |                     |                            |
### Details Reports For: Well Lithology
- **Top Depth:** 14
- **Lithology:** Reddish brown packsand.

### Details Reports For: Well Lithology
- **Top Depth:** 20
- **Lithology:** Reddish brown sandy weathered shale.

### Details Reports For: Well Casing
- **Top Depth:** Not Reported
- **Migrated Casing Info:** 2.0 New PVC Riser 0.0 to 5.0 Sch. 40
- **Casing Material:** Not Reported
- **Schedule:** Not Reported
- **Gauge:** Not Reported

### Details Reports For: Well Casing
- **Top Depth:** Not Reported
- **Migrated Casing Info:** 2.0 New PVC Screen 5.0 to 25.0 .020
- **Casing Material:** Not Reported
- **Schedule:** Not Reported
- **Gauge:** Not Reported

### Details Reports For: Well Casing
- **Top Depth:** Not Reported
- **Migrated Casing Info:** Not Reported
- **Casing Material:** Not Reported
- **Schedule:** Not Reported
- **Gauge:** Not Reported

### Database: Submitted Drillers Reports Database (Monitoring)
- **Well Rpt #:** 29275
- **Proposed Use:** Monitor
- **Injurious Water Quality:** no

### Submitted Date: 2003-12-10
- **Owner Name:** Stanley Morris
- **Well #:** MW-26
- **Elevation:** Not Reported
- **Work Type Desc:** Not Reported
- **Proposed Use:** Monitor
- **TCEQ Approved Plans:** Not Reported
- **Drill Start Date:** 2003-11-25
- **Seal Method:** Other - Hand Mix
- **Dist to Septic/Other Contam:** Not Reported
- **Dist to Property Line:** Not Reported
- **Approved by Variance:** Not Reported
- **Sealed by Name:** Not Reported
- **Surf Complete Desc:** Not Reported
- **Pump Type:** Not Reported
- **Pump Depth:** Not Reported
- **Injurious Water:** No
- **Driller Name:** William Atkins
- **Plugged within 48 hrs:** No
- **Driller License #:** 54977

### Details Reports For: Well Bore Hole
- **Top Depth:** 0
- **Diameter:** 6.75
- **Bottom Depth:** 25

### C110 ENE 1/2 - 1 Mile Lower
- **Database:** TX MON5000028333
- **TX WELLS**: New Well
- **TXMON5000028333**: Not Reported

### Lithology:
- **Top Depth:** 20
- **Bottom Depth:** 14
- **Lithology:** Reddish brown packsand.

### Lithology:
- **Top Depth:** 20
- **Bottom Depth:** 0
- **Lithology:** Reddish brown packsand.

### Migrated Casing Info:
- **Bottom Depth:** 0
  - **Top Depth:** 2
  - **Casing Material:** New PVC Screen 5.0 to 25.0 .020
  - **Schedule:** Not Reported
  - **Gauge:** Not Reported

### Migrated Casing Info:
- **Bottom Depth:** 0
  - **Top Depth:** 1
  - **Casing Material:** New PVC Riser 0.0 to 5.0 Sch. 40
  - **Schedule:** Not Reported
  - **Gauge:** Not Reported

### Migrated Casing Info:
- **Bottom Depth:** 0
  - **Top Depth:** 1
  - **Casing Material:** New PVC Riser 0.0 to 5.0 Sch. 40
  - **Schedule:** Not Reported
  - **Gauge:** Not Reported
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### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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**Database:** Submitted Drillers Reports Database (Monitoring)

**Well Rpt #:** 211961

**Proposed Use:** Environmental Soil Boring

**Injurious Water Quality:** no

**Submitted Date:** 2010-04-02

**Well #:** SB-1

**Elevation:** Not Reported

**Work Type Desc:** Not Reported

**Proposed Use:** Environmental Soil Boring

**TCEQ Approved Plans:** Not Reported

**Drill Start Date:** 2010-02-24

**Seal Method:** Poured

**Dist to Septic/Other Contam:** Not Reported

**Dist to Property Line:** Not Reported

**Approved by Variance:** Not Reported

**Sealed by Name:** Talon

**Surf Complete Desc:** Not Reported

**Surf Depth:** Not Reported

**Pump Type:** Not Reported

**Pump Depth:** Not Reported

**Injurious Water:** No

**Driller Name:** John E Talbot

**Plugged within 48 hrs:** Yes

**Driller License #:** 3180

**Details Reports For:** Well Bore Hole

**Top Depth:** 0

**Details Reports For:** Well Drilling Method

**Drill Method:** Hollow Stem Auger

**Details Reports For:** Well Completion

**Borehole Completion:** Unknown

**Details Reports For:** Well Seal Range

**Bottom Depth:** 35

**Amount:** Not Reported

**Details Reports For:** Well Seal Range

**Bottom Depth:** 2

**Amount:** Not Reported

**Submitter:** SAV M CONVENIENCE

**Owner Name:** SAV M CONVENIENCE

**# Wells Drilled:** Not Reported

**Type of Work:** New Well

**Original Well Rpt Track #:** Not Reported

**Proposed Use Desc:** Not Reported

**PWS #:** Not Reported

**Drill End Date:** 2010-02-24

**Seal Method Desc:** Not Reported

**Distance to Septic Tank:** Not Reported

**Distance Verify Meth:** Not Reported

**Sealed by Driller:** No

**Seal Method:** Alternate Procedure Used

**Surface Completion:** Alternative Procedure Used

**Chemical Analysis:** No

**Company Name:** Talon LPE

**Comments:** Not Reported

**Plugging Rpt Tracking #:** 126625

**Apprentice Reg #:** Not Reported

**Details Reports For:** Well Bore Hole

**Top Depth:** Diameter: 6.625

**Details Reports For:** Well Drilling Method

**Drill Method:** Hollow Stem Auger

**Details Reports For:** Well Completion

**Borehole Completion:** Unknown

**Details Reports For:** Well Seal Range

**Bottom Depth:** Top Depth: 2

**Amount:** Not Reported

**Details Reports For:** Well Seal Range

**Bottom Depth:** Top Depth: 0

**Amount:** Not Reported

**Database:** Submitted Drillers Reports Database (Monitoring)

**Well Rpt #:** 211961

**Proposed Use:** Environmental Soil Boring

**Injurious Water Quality:** no

**Submitted Date:** 2010-04-02

**Well #:** SB-1

**Elevation:** Not Reported

**Work Type Desc:** Not Reported

**Proposed Use:** Environmental Soil Boring

**TCEQ Approved Plans:** Not Reported

**Drill Start Date:** 2010-02-24

**Seal Method:** Poured

**Dist to Septic/Other Contam:** Not Reported

**Dist to Property Line:** Not Reported

**Approved by Variance:** Not Reported

**Sealed by Name:** Talon

**Surf Complete Desc:** Not Reported

**Surf Depth:** Not Reported

**Pump Type:** Not Reported

**Pump Depth:** Not Reported

**Injurious Water:** No

**Driller Name:** John E Talbot

**Plugged within 48 hrs:** Yes

**Driller License #:** 3180

**Details Reports For:** Well Bore Hole

**Top Depth:** Diameter: 6.625

**Details Reports For:** Well Drilling Method

**Drill Method:** Hollow Stem Auger

**Details Reports For:** Well Completion

**Borehole Completion:** Unknown

**Details Reports For:** Well Seal Range

**Bottom Depth:** Top Depth: 2

**Amount:** Not Reported

**Details Reports For:** Well Seal Range

**Bottom Depth:** Top Depth: 0

**Amount:** Not Reported
### GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

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## GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

### D112
#### NE
1/2 - 1 Mile Lower

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<td>Well Report #:</td>
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#### Details Reports For:
- Plug Data:
- Submitted Date: 2010-04-02
- Owner Name: SAV M CONVENIENCE
- Well #: SB-1
- Elevation: Not Reported
- Original Driller: John E Talbot
- Original Well Use: Environmental Soil Boring
- Plug Method: Unknown
- Appurtenance: Not Reported
- Comments: Not Reported

#### Top Depth:
- 0
- Bottom Depth: 35

#### Details Reports For:
- Plug Bore Hole:
- Diameter: 6.625

### D113
#### NE
1/2 - 1 Mile Lower

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<td>Plugging Rpt #:</td>
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#### Submitted Date: 2010-04-02
- Owner Name: SAV M CONVENIENCE
- Well #: SB-2
- # Wells Drilled: Not Reported
- Type of Work: New Well
- Original Well Rpt Track #: Not Reported
- Proposed Use Desc: Not Reported
- PWS #: Not Reported
- Drill Start Date: 2010-02-24
- Drill End Date: 2010-02-24
- Seal Method: Poured
- Seal Method Desc: Not Reported
- Dist to Septic/Other Contam: Not Reported
- Distance to Septic Tank: Not Reported
- Dist to Property Line: Not Reported
- Distance Verify Meth: Not Reported
- Approved by Variance: Not Reported
- Sealed by Driller: No
- Surface Completion: Alternative Procedure Used
- Surf Complete Desc: Not Reported
- Completed by Driller: Not Reported
- Pump Type: Not Reported
- Pump Type Desc: Not Reported
- Pump Depth: Not Reported
- Chemical Analysis: No
- Injurious Water: No
- Company Name: Talon LPE
- Driller Name: John E Talbot
- Comments: Not Reported

---

**TC5563191.2s Page A-102**
Plugged within 48 hrs: Yes  
Driller License #: 3180
Plugging Rpt Tracking #: 126626
Apprentice Reg #: Not Reported

Details Reports For: Well Bore Hole  
Top Depth: 0
Diameter: 6.625
Bottom Depth: 25

Details Reports For: Well Drilling Method  
Drill Method: Hollow Stem Auger

Details Reports For: Well Completion  
Borehole Completion: Unknown

Details Reports For: Well Seal Range  
Bottom Depth: 2
Amount: Not Reported
Top Depth: 0
Annular Seal: 1 cement
Unit: Not Reported

Details Reports For: Well Seal Range  
Bottom Depth: 25
Amount: Not Reported
Top Depth: 2
Annular Seal: 2 bentonite
Unit: Not Reported

Details Reports For: Well Strata  
Top Depth: Not Reported
Water Type: Fresh
Migrated Strata Depth: Not Reported
Bottom Depth: Not Reported

Details Reports For: Well Lithology  
Lithology: Not Reported
Migrated Sort #: 1
Top Depth: Not Reported
Bottom Depth: Not Reported

Details Reports For: Well Lithology  
Lithology: Not Reported
Migrated Sort #: 2
Top Depth: Not Reported
Bottom Depth: Not Reported

Details Reports For: Well Lithology  
Lithology: 3 to 5 sandy clay, nonplastic, 20% fine to medium grained sand, 10% 2mm-4mm gravel, firm, damp, brown 5YR 4/4 no odor
Migrated Sort #: 3
Top Depth: Not Reported
Bottom Depth: Not Reported

Details Reports For: Well Lithology  
Lithology: 5 to 10- sandy clay, nonplastic, 30% fine grained sand, firm, damp, brown 5YR 4/4 no odor
Migrated Sort #: 4
Top Depth: Not Reported
Bottom Depth: Not Reported

Details Reports For: Well Lithology  
Lithology: 10 to 15- clayey sand, poorly graded, very fine grained sand, 30% clay, medium dense, damp, greyish tan 7YR 5/4 no odor
Migrated Sort #: 5
Top Depth: Not Reported
Bottom Depth: Not Reported

Details Reports For: Well Lithology  
Lithology: 15 to 20- sandy clay, nonplastic, 45% fine grained sand, soft, moist, orange red 5YR 4/4 no odor
Migrated Sort #: 6
Top Depth: Not Reported
Bottom Depth: Not Reported

Details Reports For: Well Lithology  
Lithology: 20 to 25- gravelly sandy clay, nonplastic, 30% sandstone gravel up to 15mm, 25% fine grained sand, soft, damp, brown 5YR 4/4 no odor
Migrated Sort #: Not Reported
Top Depth: Not Reported
Bottom Depth: Not Reported
| **Cementinwe:**  | No Data | **Typepump:**  | No Data |
| **Pumpbowl:**  | Not Reported | **Welltests:**  | Jetted |
| **Yield:**  | 8 GPM with (No Data) ft drawdown after (No Data) hours | **Stratadept:**  | 140 ft. |
| **Wartertype:**  | Good | **Undesirabl:**  | No |
| **Chemicalma:**  | No | **Companyadd:**  | 15301 Hwy 70 N. |
| **Companynam:**  | Blackwell Water Well | **Licensenum:**  | 2341 |
| **Ccittystate:**  | Blackwell, TX 79506 | **Comments:**  | No Data |
| **Wsignature:**  | Gid Ware | **Comments:**  | No Data |
| **Regnum:**  | No Data | **Comments:**  | No Data |
| **Site id:**  | TXDOL2000116768 | **Comments:**  | No Data |

---

**E116**

| **Database:**  | Brackish Resources Aquifer Characterization System Database | **Data Source:**  | TDLR Digital Water Well Reports |
| **Well ID:**  | 64220 | **Total Well Depth:**  | -99999 |
| **Total Hole Depth (ft):**  | 240 | **Drill Date:**  | 2007-10-3 |
| **Well Bottom Elevation:**  | -99999 | **Drill End Date:**  | 2007-10-3 |
| **Kelly Bushing Height:**  | 0 | **Total Water Well:**  | Not Reported |
| **Locating Agency:**  | TDLR | **Well Type:**  | Withdrawal of Water |
| **Elevation Method:**  | D | **Elevation:**  | 2156 |
| **Elevation Date:**  | 2016117 | **Elevation Agency:**  | TWDB |

---

**E117**

<p>| <strong>Database:</strong>  | Submitted Drillers Reports Database (Monitoring) | <strong>Well Type:</strong>  | New Well |
| <strong>Well Rpt #:</strong>  | 130106 | <strong>Borehole Depth (ft):</strong>  | 240 |
| <strong>Proposed Use:</strong>  | Domestic | <strong>Plugging Rpt #:</strong>  | Not Reported |
| <strong>Injurious Water Quality:</strong>  | no | <strong>Owner Name:</strong>  | Cherry, Susan |
| <strong>Submitted Date:</strong>  | 2007-12-21 | <strong># Wells Drilled:</strong>  | Not Reported |
| <strong>Well #:</strong>  | Not Reported | <strong>Type of Work:</strong>  | New Well |
| <strong>Elevation:</strong>  | Not Reported | <strong>Original Well Rpt Track #:</strong>  | Not Reported |
| <strong>Work Type Desc:</strong>  | Not Reported | <strong>Proposed Use Desc:</strong>  | Not Reported |
| <strong>Proposed Use:</strong>  | Domestic | <strong>PWS #:</strong>  | Not Reported |
| <strong>TCEQ Approved Plans:</strong>  | Not Reported | <strong>Not Reported:</strong>  | Not Reported |
| <strong>Drill Start Date:</strong>  | 2007-10-03 | <strong>Distance to Septic Tank:</strong>  | Not Reported |
| <strong>Seal Method:</strong>  | Poured | <strong>Distance Verify Meth:</strong>  | Measured |
| <strong>Dist to Septic/Other Contam:</strong>  | Not Reported | <strong>Sealed by Driller:</strong>  | Yes |
| <strong>Dist to Property Line:</strong>  | 50 | <strong>Surface Completion:</strong>  | Surface Sleeve Installed |
| <strong>Approved by Variance:</strong>  | Not Reported | <strong>Completed by Driller:</strong>  | Not Reported |
| <strong>Sealed by Name:</strong>  | Not Reported | <strong>Company Name:</strong>  | Blackwell Water Well |
| <strong>Surf Complete Desc:</strong>  | Not Reported | <strong>Comments:</strong>  | Not Reported |
| <strong>Pump Type:</strong>  | Not Reported | <strong>Plugging Rpt Tracking #:</strong>  | Not Reported |
| <strong>Pump Depth:</strong>  | Not Reported | <strong>Apprentice Reg #:</strong>  | Not Reported |
| <strong>Injurious Water:</strong>  | No | <strong>Driller License #:</strong>  | 2341 |
| <strong>Driller Name:</strong>  | Gideon Hall Ware | <strong>Driller License #:</strong>  | 2341 |
| <strong>Plugged within 4 hrs:</strong>  | No | <strong>Driller License #:</strong>  | 2341 |
| <strong>Details Reports For:</strong>  | Well Bore Hole | <strong>Diameter:</strong>  | 8 |</p>
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Area Radon Information

State Database: TX Radon

Radon Test Results

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Federal EPA Radon Zone for NOLAN County: 3

Note: Zone 1 indoor average level > 4 pCi/L.
Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 79556

Number of sites tested: 4

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TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Texas General Land Office
Telephone: 512-463-0745

HYDROGEOLOGIC INFORMATION

AQUIFLOW® Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture’s (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.
LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Public Water Supply Sources Databases
Source: Texas Commission on Environmental Quality
Telephone: 512-239-6199
Locations of public drinking water sources maintained by the TCEQ.

Groundwater Database
Source: Texas Water Development Board
Telephone: 512-936-0837

Well Report Database
Source: Department of Licensing and Regulation
Telephone: 512-936-0833

Water Well Database
Source: Harris-Galveston Coastal Subsidence District
Telephone: 281-486-1105

Brackish Resources Aquifer Characterization System Database
Source: Texas Water Development Board
WDB’s Brackish Resources Aquifer Characterization System (BRACS) was designed to map and characterize the brackish aquifers of Texas in greater detail than previous studies. The information is contained in the BRACS Database and project data are summarized in a project report with companion geographic information system data files.

Submitted Driller’s Reports Database
Source: Texas Water Development Board
Telephone: 512-936-0833
The Submitted Driller’s Report Database is populated from the online Texas Well Report Submission and Retrieval System which is a cooperative Texas Department of Licensing and Regulation (TDLR) and Texas Water Development Board (TWDB) application that registered water-well drillers use to submit their required reports.

OTHER STATE DATABASE INFORMATION

Texas Oil and Gas Wells
Source: Texas Railroad Commission
Telephone: 512-463-6882
Oil and gas well locations.
RADON

State Database: TX Radon
Source: Department of Health
Telephone: 512-834-6688
Rinal Report of the Texas Indoor Radon Survey

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR’s Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

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Appendix 9.6
Interviews and Records Requests
Interview Documentation

Mr. Stanley A. Morris, Owner
Email: stanley@morrisengr.com
On February 14, 2019, Trileaf submitted a Phase I Site Owner Questionnaire form to Mr. Morris via Bouldin Communities, LLC, the User. Mr. Morris returned the completed form to Trileaf on February 19, 2019, via email.

Texas Commission on Environmental Quality
Email: openrecs@tceq.texas.gov
Texas Public Information Act Request Numbers 19-45728 and 19-45730 were submitted by email to the TCEQ on February 14, 2019, by Mr. Brian Zinn. A response to 19-45730 was received on February 15, 2019. No response regarding 19-45728 has been received as of the date of this report.

City of Sweetwater, Texas
FAX: (325) 933-6573
Mr. Brian Zinn submitted (via FAX) a Public Information Act Request to the City of Sweetwater on February 14, 2019. A response was received via email on February 15, 2019.
Phase I Site Owner Questionnaire

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<td>To be completed by Trileaf</td>
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<tr>
<td>Date Completed:</td>
<td>2/18/2019</td>
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<tr>
<td>Representative Name/Title:</td>
<td>Stanley Morris</td>
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<tr>
<td>Company Name:</td>
<td></td>
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<tr>
<td>Phone Number:</td>
<td>325 235 8616</td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:stanley@morrisengr.com">stanley@morrisengr.com</a></td>
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<td>Site Address:</td>
<td>Blocks 23 &amp; 26 (minus 2 lots)</td>
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<td>City, State, Zip Code:</td>
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<tr>
<td>From:</td>
<td>Rachel McShane of Trileaf Corporation</td>
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<tr>
<td></td>
<td><a href="mailto:r.mcshane@trileaf.com">r.mcshane@trileaf.com</a></td>
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As part of the ASTM E 1527-13 Phase I ESA standard, the current owner of the Property is to be questioned regarding the current and past uses of the Property. The answers to these questions may be to the best of your knowledge. This questionnaire is to be used as a supplement to Trileaf’s independent research, and is used to fulfill the obligations of All Appropriate Inquiry. If the answer to the question is unknown, please write “unknown” or provide the contact information for a party who may know the answer to the question.

1. How long have you or your company owned or operated on the Property?
   Different times

2. What was the Property used for prior to your acquisition?
   Raw land

3. What is the Property used for currently?
   Not used.

4. What were the previous uses of the Property?
   ---None
5. When was the Property developed with the current structures?
   There are no structures on the property.

6. Is there a property manager associated with the Property? (If so, may we have a
   contact number for that person?)  N/A

7. What utility connections are present on the Property?
   Water, sewer and electricity.

8. Are there any wells or cisterns located on the Property?
   No

9. Are there any septic tanks or fields located on the Property?  No.

10. What are the adjacent properties used for? Vacant car dealership to the east, I-20 to
    the south, vacant land to the west and a few single family homes to the north.

11. Has the Property or adjoining properties ever been used for industrial purposes or
    operated as gas stations, repair shops, dry cleaning, printing companies, landfills, or
    recycling centers?  No

12. Have there been any chemicals stored on the Property?  No

13. Has a significant quantity of fill dirt been brought to the Property for purposes
    other than landscaping? (If yes, was the fill dirt brought from a clean source?) No

14. Have there ever been any spills of petroleum products or other hazardous substances
    on the Property? If so, please explain. No
15. Have there been any storage tanks on the Property (aboveground or underground)?
   No

16. Have there been any pits, ponds or waste treatment lagoons on the Property?
   No

17. Are there currently, or to the best of your knowledge have there ever been, any burn
   pits located on the Property? No

18. Have any environmental permits (for example, solid waste disposal permits, hazardous
   waste disposal permits, wastewater permits, NPDES permits, land disturbance permits)
   been issued or requested? No

19. Have you or someone else had a previous environmental assessment (i.e. Phase I
    ESA, Phase II ESA, etc.) performed on the Property or adjacent properties? If so,
    please provide a copy. Not to my Knowledge.

20. Have you ever been informed of any hazardous substances, petroleum products, or
    environmental violations with respect to the Property or any facilities located on the
    Property? No

21. Are you aware of any past, threatened, or pending lawsuits or administrative
    proceedings regarding hazardous substances or petroleum products involving the
    Property? No

22. Are there any transformers, capacitors, or hydraulic equipment located on the Property?
    (If so, are there any records indicating the presence of PCB’s?) Not to my Knowledge

23. Are there any oil water separators in the Property? If so, how often are they serviced?
    No. N/A

Owner Name: __Stanley Morris___________________________
Date Completed: 2/18/2019
PIR Request submitted on 02/14/2019 02:46 PM

PIR Code: 19-45728-PIR
Due Date: 03/01/2019

Page One

Name Prefix:
Name: Brian Zinn
Company/Organization: Trileaf Corporation
Requestor Type: Consultant
Mailing Address 1:
Mailing Address 2:
City:
State/Province/Region:
Zip/Postal Code:
Country:
E-mail Address: b.zinn@trileaf.com
Phone Number:
FAX Number:

Page Two

Sites/Facilities: No data found
Area Description: Addresses are: 1801 Hubbard St, Sweetwater, TX 1800 Coke St, Sweetwater, TX 1801 Coke St, Sweetwater, TX 1901 Coke St, Sweetwater, TX 1907 Coke St, Sweetwater, TX 1909 Coke St, Sweetwater, TX 1908 Throckmorton St, Sweetwater, TX 1906 Throckmorton St, Sweetwater, TX 1900 Throckmorton St, Sweetwater, TX 1808 Throckmorton St, Sweetwater, TX 1800 Throckmorton St, Sweetwater, TX

Page Three

Date Range: 1980-2019
Agency Programs: Enforcement (OCE), Waste - Complaints (OCE), Waste - Investigations (OCE), Water - Complaints (OCE), Water - Investigations (OCE), Drycleaner - Registration (OOW), Waste - (MSW) Landfill (OOW), Waste - Dry Cleaner Remediation (DCRP) (OOW), Waste - IHW Permits (OOW), Waste - IHW Registration (OOW), Waste - LPST (OOW), Waste - PST Registration (OOW), Waste - Recycling (OOW), Waste - Remediation (OOW), Waste - Superfund (OOW), Waste - Tires (OOW), Waste - Used Oil (OOW) and Waste - VCP & IHWCA (OOW)
Addition Record Search:
Data Only: No
Confidential Information: No
Certified Information: No
Request Documents: No data found
PIR Request submitted on 02/14/2019 02:52 PM

PIR Code: 19-45730-PIR
Due Date: 03/01/2019

Page One

Name Prefix:
Name: Brian Zinn
Company/Organization: Trileaf Corporation
Requestor Type: Consultant
Mailing Address 1:
Mailing Address 2:
City:
State/Province/Region:
Zip/Postal Code:
Country:
E-mail Address: b.zinn@trileaf.com
Phone Number:
FAX Number:

Page Two

Sites/Facilities:

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Date Range: 1980-2019
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Addition Record Search:
Data Only: No
Confidential Information: No
Certified Information: No
Request Documents: No data found
Dear Brian Zinn:

The Texas Commission on Environmental Quality (TCEQ) received your request for information under the Texas Public Information Act. After reviewing the appropriate resources of the TCEQ, we were unable to locate any responsive information in the possession of the TCEQ concerning the above referenced request.

If you have any questions concerning this matter, you may contact me at (325) 698-9674 or by e-mail at charlene.quintana@tceq.texas.gov.

Sincerely,

Charlene G. Quintana
Administrative Assistant IV
TCEQ Abilene Region Office
325.698.6101 (o)
325.692.5869 (f)
City of Sweetwater
O. BOX 450 • 200 EAST FOURTH STREET
SWEETWATER, TEXAS 79556 • (325) 236-6313
www.cityofsweetwatertx.com

February 15th 2019

Trileaf
2550 SIH 35
Suite 200
Austin, Texas 79556

RE: Request for information regarding 7.421 acre tract located in Sweetwater Texas.

To Whom It May Concern:

I have looked over the 11 parcels and the property of 800 NW Georgia you had requested information on. All of the 11 parcels are undeveloped and have never had and structures built on them. The 800 NW Georgia is a large commercial property which has a structure located on it. It has been vacant for approximately 5 years.

I contacted our local fire Department and no records of fire responses or storage tank registrations were found on any of the properties. The fire Department did responded to 800 NW Georgia in 2014 for a water leak coming from the building and the property owner was written a grass and weed violation letter in 2018.

Please call me at 325-236-6313 Ext 1 if you have any further questions.

Sincerely,

Danny Heine
City Inspections/Code Enforcement

We lead with trust and respect to provide a vibrant, secure community for all.

PROFESSIONALISM INTEGRITY CONTINUOUS IMPROVEMENT TEAMWORK
Appendix 9.7
User Questionnaire
Property:
As the User of a Phase I Environmental Assessment, you are required to answer the following questions about the Property to the best of your knowledge. Failure to provide this information could result in a determination that “all appropriate inquiries” is not complete. (Please insert space as needed.)

1. Have you performed the required title records search for Environmental Liens and Activity and Use Limitations (AULs)?
   
   No.

   a. Environmental liens that are filed or recorded against the property (40 CFR 312.25).
      Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?
      
      N/A

   b. Activity and use limitations (AULs) that are in place on the property or that have been filed or recorded against the property (40 CFR 312.28).
      Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?
       
       None known.

2. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).
   Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

   No

3. Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).
   Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

   The parcel being purchased is at full market price.

4. Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).
   Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,
   a. Do you know the past uses of the property?  No.

   b. Do you know of specific chemicals that are present or once were present at the property?  No.

   c. Do you know of spills or other chemical releases that have taken place at the property?  No.

   d. Do you know of any environmental cleanups that have taken place at the property?  No.

5. The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.21).
Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?

No.

Name ______Jeff Markey___________________________ (Print)
Signature ___________________ Relationship to Property ______Buyer_______ Date 2/14/2019

Return this form to: Rachel McShane via fax: 314-997-8066 or email: r.mcshane@trileaf.com
Appendix 9.8
Title Report
## General Real Estate Property Information

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| Morris J C JR TR |

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### Map It With Google

The Google map link above is in no way affiliated with this website. It is a 3rd party link to provide a visual location only.

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Click the button above for a printable version of this record with all available details.

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* View 5 Year Value History
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New Property Search  Go To Previous Page

Home  |  Contact Us  |  Location  |  Forms  |  Disclaimer

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General Real Estate Property Information

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* View Property Tax Information

* View 5 Year Value History
### Nolan County Appraisal District - Account # S7600-0023-07

**Property Market Value:** 26,210

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**New Property Search**  
**Go To Previous Page**

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**Version 3.0.1**
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907 E BROADWAY ST  
SWEETWATER, TX 79556 |
| **Owner Information:** | MORRIS STANLEY A  
907 E BROADWAY ST  
SWEETWATER, TX 79556 |
| **Previous Owner:** | Morris Jeannette Trust |
| **Volume:** | 0 |
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| **Agent:** | None |
| **Property Exempt:** |  

* Map It With Google  

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* Printer Friendly Version  

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* View Property Tax Information  

* View 5 Year Value History

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General Real Estate Property Information

Property ID: 31298

Property Legal Description:
SOUTH SIDE BLK 26 LOT 2-9

Property Location:
1901 COKE ST
SWEETWATER TX

Owner Information:
MORRIS STANLEY A

907 E BROADWAY ST
SWEETWATER, TX 79556

Previous Owner:
Morris J C JR TR

View Previous Owner Information

Account / Geo Number:
S7600-0026-02

Survey / Sub Division Abstract:
SOUTH SIDE

Block:
026

Section / Lot:
2-9

View Building Detail Information
View Land Detail Information

Deed Information:

Volume:
Page:
File Number:
Deed Date: 1/1/1900

Property Detail:

Agent: None
Property Exempt: None
Category/SPTB Code: C1C
Total Acres: 1.286
Total Living Sqft: See Detail
Owner Interest: 1.000000
Homestead Exemption:
Homestead Cap Value: 0
Land Ag/Timber Value: 0
Land Market Value: 20,160
Improvement Value: 0

Map It With Google
The Google map link above is in no way affiliated with this website. It is a 3rd party link to provide a visual location only.

Printer Friendly Version
Click the button above for a printable version of this record with all available details.

* View Property Tax Information

* View 5 Year Value History
Property Market Value: 20,160

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* Where supporting website data is available.

New Property Search | Go To Previous Page

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Version 3.0.1
## General Real Estate Property Information

### New Property Search

**Property ID:** 31299

**Property Legal Description:**
SOUTH SIDE BLK 26 LOT 10

**Property Location:**
1907 COKE ST
SWEETWATER TX

**Owner Information:**
MORRIS STANLEY A
907 E BROADWAY ST
SWEETWATER, TX 79556

**Previous Owner:**
Morris Jeannette Trust

### Go To Previous Page

**Account / Geo Number:** S7600-0026-06

**Survey / Sub Division Abstract:**
SOUTH SIDE

**Block:** 026

**Section / Lot:** 10

**View Building Detail Information**
**View Land Detail Information**

### Property Detail:

**Agent:** None

**Property Exempt:** None

**Category/SPTB Code:** C1C

**Total Acres:** 0.161

**Total Living Sqft:** See Detail

**Owner Interest:** 1.000000

**Homestead Exemption:** None

**Homestead Cap Value:** 0

**Land Ag/Timber Value:** 0

**Land Market Value:** 2,520

**Improvement Value:** 0

### Deed Information:

**Volume:**

**Page:** 0

**File Number:** 0

**Deed Date:** 1/1/1900

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* **View Property Tax Information**

* **View 5 Year Value History**
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### Additional Information:

- **View Building Detail Information**
- **View Land Detail Information**

**Map It With Google**

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**Printer Friendly Version**

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- *View Property Tax Information*
- *View 5 Year Value History*
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* Where supporting website data is available.

New Property Search  Go To Previous Page

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Version 3.0.1
### General Real Estate Property Information

#### New Property Search

| Property ID: | 31304 |

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### View Land Detail Information

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*View Property Tax Information*

*View 5 Year Value History*
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* Where supporting website data is available.
## General Real Estate Property Information

### Property ID: 31305

### Property Legal Description:
SOUTH SIDE BLK 26 LOT 21

### Property Location:
1808 THROCKMORTON ST
SWEETWATER TX

### Owner Information:
MORRIS STANLEY A
907 E BROADWAY ST
SWEETWATER, TX 79556

### Previous Owner:
SWEETWATER ISD ET AL

**View Previous Owner Information**

### Property Detail:

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S7600-0026-14

### Survey / Sub Division Abstract:
SOUTH SIDE

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### Section / Lot:
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**View Building Detail Information**

**View Land Detail Information**

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* **View Property Tax Information**

* **View 5 Year Value History**
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General Real Estate Property Information

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* View Property Tax Information
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*Where supporting website data is available.*
Appendix 9.9
Special Scope of Work or Contractual Conditions between User and Environmental Professional
Appendix 9.10
Qualification(s) of the Environmental Professional(s) and Others
PROFESSIONAL RESUME

JESSE C. ALEGRIA
PROJECT SCIENTIST

Education

B. S. Range and Wildlife Management
Texas A&M University-Kingsville / Kingsville, TX

Areas of Expertise

Mr. Alegria has conducted Phase I Environmental Site Assessments on various undeveloped properties located throughout Texas, Oklahoma, Arkansas, Louisiana, Mississippi, and Ohio. He has performed assessments on various sized property tracts using the ASTM E 1527-13 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”. Mr. Alegria has conducted wetland delineations in Arkansas, Louisiana, Oklahoma and Texas. He has also coordinated with U.S. Army Corps of Engineers (USACE) on section 404 permitting and mitigation processes. He has conducted Environmental Assessments for both wetlands and floodplains. Mr. Alegria has preformed Threatened and Endangered Species Surveys in Arkansas, Louisiana, Oklahoma, Ohio, and Texas. He has also coordinated with U.S. Fish and Wildlife Services (USFWS) and various state wildlife agencies in determining T&E species habitat. Mr. Alegria also has experience in Airport Wildlife Biology and conducting bird and mammal surveys within and outside an airfield. He has worked on various military air bases to help reduce bird strikes and assess risk to aircraft.

Environmental service expertise includes the preparation and/or review of:

- Phase I Environmental Site Assessments
- Historical City Directories
- National Wetlands Inventory Maps
- Flood Insurance Rate Maps
- Soil Characterization
- Migratory Bird Evaluations
- Field Reconnaissance
- Historical Topographic Maps and Aerial Imagery
- Land Use History
- Wetland Delineation
- Threatened and Endangered Species Survey

Certifications/Affiliations

- U.S. Army Corps of Engineers 38-Hour Wetland Delineation Training
- USDA-APHIS-Wildlife Services Airport Wildlife Biologist Certification
BRUCE HANFORD
SENIOR PROJECT SCIENTIST

Education

M.A. Public History and Historic Preservation
California State University, Dominguez Hills, CA

B.A. Social Studies
Schiller International University, Heidelberg, Germany

Areas of Expertise

Mr. Hanford has 27 years of experience in both private and federal environmental management support. He has conducted over 3,000 ASTM Standard Environmental Site Assessments and National Environmental Policy Act (NEPA) reviews for both wireless telecommunications carriers and governmental bodies.

Mr. Hanford has conducted Environmental Compliance Audits over 18 federal, state, and municipal regulations and rules for over 40 Army and National Guard facilities in four states. Mr. Hanford has managed and performed Potentially Responsible Party searches for federal agencies (under federal and state CERCLA-type regulations), identifying land use history, facility operations history, title history, and business succession-in-interest history.

Environmental service expertise includes:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- National Wetland Inventory Maps
- Flood Insurance Rate Maps
- Critical Habitat Maps
- Architectural Impacts
- Field Reconnaissance
- Section 106 Compliance
- NEPA Environmental Assessments
- Form 620/621 Submittals
- Native American Consultation
- Land Use History

Certifications/Affiliations

- Environmental Site Assessment Training (Center for Environmental Research, EDR)
- OSHA 40-Hour HAZWOPER Training
- Environmental Professional (EP) as defined by ASTM Standard E1527-13 (AAI)
- Asbestos Building Inspection Training.
- U.S. EPA RCRA Sampling Procedures Training
- FCC/ACHP and Oklahoma SHPO-sponsored NHPA Section 106 (NEPA) Training
RACHEL KATHRYN ZAPF MCSHANE
SENIOR PROJECT MANAGER

Education

Masters of Science in Environmental Studies – July 2008
Antioch University New England / Keene, NH

Bachelors of Art in Anthropology/Biology – May 2002
Whitman College / Walla Walla, WA

Areas of Expertise

Ms. McShane has over ten years of full-time experience in environmental engineering and consulting, with particular emphasis in commercial real estate. She specializes in Phase I/II Environmental Site Assessments (ESAs), NEPA Environmental Assessments, Vapor Intrusion Assessments, MRBCA and TACO Site Investigations/Risk Assessments/Tier I/II Reporting, SBA Farm Loan Checklists, and SPCC plans. She has technical expertise in hazardous waste investigations, remedial designs, soil/groundwater remediation, and environmental assessments and studies. She is experienced in coordinating with various state low-income housing tax credit agencies (particularly the Missouri Housing Development Commission and Illinois Housing Development Authority) as well as Community Development Block Grant, St. Louis Community Development Administration, United States Department of Agriculture, and US Small Business Administration funded projects.

Environmental service expertise includes:

- Environmental Site Assessments
- Soil and Groundwater Management Plans
- Environmental Evaluation Summaries
- SPCC Plans
- CERCLA Liability
- FAA Facilities
- Vendor Management
- Regulatory Compliance
- NEPA Environmental Assessments
- Groundwater Well Installation and Monitoring
- Underground Storage Tank Assessment/Removal
- Construction Environmental Oversight
- Soil Characterization
- Quality Assurance Project Plans (QAPPs)

Certifications/Affiliations

- OSHA 40-hour Hazardous Waste Operation & Emergency Response Course (29 CFR 1910.120)
- GHS and OSHA Hazardous Communication Training
- Environmental Professional (EP) as defined by ASTM Standard E1527-13 (AAI)
- Leadership in Energy & Environmental Design (LEED) Green Associate
- Licensed Environmental Professional (LEP)
- ANSI/FCC RF Radiation Safety Competent Person
- AHA Heartsaver First Aid/CPR Certified
CIVIL ENGINEERING FEASIBILITY STUDY
FOR
PROPOSED SWEETWATER SPRINGS
NEC IH-20 AND HUBBARD STREET
SWEETWATER, TEXAS
CARNEY PROJECT NO. 1054-05

PREPARED FOR
BOCHI 2019 SWEETWATER LP
3801 N CAPITAL OF TEXAS HWY, E-204 #435
AUSTIN, TX 78746

PREPARED BY
CARNEY ENGINEERING, PLLC
5700 GRANITE PARKWAY
SUITE 200
PLANO, TEXAS 75024

February 24, 2019

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.
February 24, 2019

Mr. Jeff Markey  
BOCHI 2019 Sweetwater LP  
404 E. McKinney Avenue  
Albertville, AL  35950

RE: Site Design and Development Feasibility Report  
Proposed Sweetwater Springs  
NEC IH-20 & Hubbard Street  
Sweetwater, Texas  
CARNEY PROJECT NO. 1054-05

Dear Jeff:

Submitted herewith is our Civil Engineering Feasibility Study for the subject site in Sweetwater, Texas. The site is approximately 7.421-acres located at the NEC of IH-20 and Hubbard Street and the NWC of IH-20 and Throckmorton Street in Sweetwater, Texas.

There will be 5 separate single-story buildings creating at total of 48 units. A clubhouse and other outdoor amenities will also be provided.

This information has been compiled after conversations and with the City of Sweetwater staff and the client (Developer).

EXECUTIVE SUMMARY

The site which is 7.421-acres consists of platted subdivision lots and is zoned "H" (Business District), which multi-family (E-1) is a permitted use. The site will require re-platting to combine the existing lots into one lot. In addition, a street (Coke Street) is platted but not built and will require vacating.

A 10-inch water line exists on the west side of Throckmorton Street. Sanitary sewer is located about 140-ft east of the Hubbard Street ROW. The Site Plan will incorporate that line into the layout. These services are provided by the City of Sweetwater.

Detention for storm water is required by the City if downstream runoff from the subject development adversely impacts the downstream property owners. Above ground detention is planned.
Following is information from the local Tax Appraisal District concerning the property:

- **Account Number: S7600-0023-01**

  **Tax Rates:**
  
  - City of Sweetwater $  0.84232
  - Sweetwater ISD $  1.09500
  - Sweetwater ISD I&S $  0.11300
  - Nolan County $  0.381753
  - Nolan County IS $  0.058613
  - Nolan County Hospital $  0.400000
  - Wes-Tex Groundwater $  0.005000
  - FM Kt $  0.091290

  There are no inhibiting site development issues that will prevent construction of the proposed apartments at this site.

**EXISTING SITE CONDITIONS & SURVEY**

The 7.421-acre site is located at the at the NEC of IH-20 and Hubbard Street and the NWC of IH-20 and Throckmorton Street in Sweetwater, Texas. The property are four tracts out of the Southside Addition. A legal description, and boundary survey are attached.

The site has scattered native mesquite trees with native grasses and cactus covering the ground. The ground surface slopes downward to the southwest from approximately elevation 2202-ft to 2189-ft.

**ENTITLEMENT PERMITTING**

**ZONING**

The property is currently zoned “H” (Business District), which multi-family (E-1) is a permitted use. No rezoning will be required.
PLATTING

The property will require re-platting to combine the existing lots into one lot. In addition, a street (Coke Street) is platted but not built and will require vacating.

Platting procedures can be found in the City’s Code of Ordinances in Part I, Chapter 26, Article II.
https://library.municode.com/tx/sweetwater/codes/code_of_ordinances?nodeId=P\%20TIICOOR_CH26SU_ARTIIPLPR

Requirements and procedures for vacating a street can be found in Part 1, Chapter 25, Article IV of the Code of Ordinances.
https://library.municode.com/tx/sweetwater/codes/code_of_ordinances?nodeId=P\%20TIICOOR_CH25STSI_ARTIVPRABALCLVASTALPUWA

A Public Hearing will be required and the process is expected to take approximately 60 days to approve.

The plat and application needs to be submitted 2 weeks before the P&Z meeting. The P& Z meets on an as needed basis. The Council also reviews and approves the plat and they meet every 2nd Tuesday of the month.

A Pre-Submittal conference is recommended prior to the official filing of a preliminary plat application. The subdivider shall consult with and present a proposed plan of subdivision to the city engineer for comments and advice on the procedures, specifications, and standards required by the city for the subdivision of land. A preliminary plat can normally be approved in a 60-day time frame.

The final plat shall be accompanied by the following data. All plans and engineering calculations shall bear the seal and signature of an engineer.

a. Streets, Alleys, Sidewalks, Crosswalk Ways and Monuments. Copies of plans and profiles of all streets, alleys, sidewalks, crosswalk ways, and monuments, and four (4) copies of detailed cost estimates.

B Sanitary Sewers and Water.

  1. Four (4) copies of the proposed plat, showing two (2) foot contours and the proposed locations and dimensions of existing sanitary sewer lines.
  2. Four (4) copies of plans and profiles of proposed sanitary sewer lines, indicating depths and grades of lines.
3. When a separate water system is planned, or when connection is proposed to a water system other than to the city water system, four (4) copies of the plans, including fire hydrants, of the proposed system.

4. Four (4) copies of detailed cost estimates.

c. Storm Drainage

1. Six (6) copies of the proposed plat, indicating two (2) foot contours. All street widths and grades shall be indicated on the plat, and runoff figures shall be indicated on the outlet and the inlet side of all drainage ditches and storm sewers, and at all points in the street at changes of grade and where the water enters another street or storm sewer or drainage ditch. Drainage easements shall be indicated.

2. A general location map of the subdivision showing the entire watershed (a U.S.G.S. quadrangle is satisfactory).

3. Calculations showing the anticipated storm water flow, including watershed area, percent runoff, and time of concentration. When a drainage ditch or storm sewer is proposed, calculations shall be submitted showing basis for design.

4. When drainage channel or storm sewer is proposed, complete plans, profiles, and specifications shall be submitted, showing complete construction details.

5. When conditions upstream or downstream from a proposed channel or storm sewer do not permit maximum design flow, high water marks based on a twenty-five (25) year frequency, shall be indicated based on existing conditions.

6. Four (4) copies of detailed cost estimates.

**SITE DEVELOPMENT SUBMITTAL PROCESS & PERMITTING**

A Pre-Development meeting will be required prior to starting the design process. The purpose of the Pre-Development meeting is for the City to explain the site development requirements and any site-specific issues. A preliminary Site Plan will be submitted prior to the meeting so staff will have an opportunity to make comments and suggestions. A Pre-Development meeting can normally be scheduled 3 to 5 days in advance.

Platting procedures can be found in the City’s Code of Ordinances in Part I, Chapter 26, Article III
https://library.municode.com/tx/sweetwater/codes/code_of_ordinances?nodeId=PTIICOOR_CH26SU_ARTIIISTSP
Minimum Lot Size (Sec. 26-55)

In the "E", "J", "K", "L" and "M" districts, under the city zoning ordinance, the minimum area of the lots shall be four thousand (4,000) square feet for single-family dwellings; five thousand (5,000) square feet for a two-family dwelling; and for apartment houses or buildings arranged or designed for more than two (2) families, the minimum area shall be five thousand (5,000) square feet, plus six hundred (600) square feet for each family in excess of two (2).

Building Setback Lines

In the "E" districts, under the city zoning ordinance, there shall be a front yard having a depth of not less than fifteen (15) feet from the property line to the front line of the building, covered porch, covered terrace or attached accessory building. Where the frontage on one (1) side of a street between two (2) intersecting streets is zoned for two (2) classes of districts, the setback on the more restricted district shall apply to the entire block.

Side Yard: In the "E" districts, under the city zoning ordinance, and in all other districts where a building is erected or structurally altered for dwelling purposes, there shall be two (2) side yards, one (1) on each side of the building, having a combined width of not less than twenty (20) percent of the width of the lot, provided, that in no case shall either side yard be less than five (5) feet, and provided further, that the combined width of the two (2) side yards need not exceed twelve (12) feet.

Rear Yard: In all districts, under the city zoning ordinance, where buildings are erected or structurally altered for dwelling purposes there shall be a rear yard having a depth of not less than twenty (20) percent of the depth of the lot, provided the rear yard shall not exceed twenty-five (25) feet.

Utility Easements: The location and width of sanitary sewer system, water, storm sewer, electrical, anchor or other city utility easements shall be determined by the city engineer.

(b) Where easements are required for other than public utilities, then the location and width shall be acceptable to the private utility company concerned with the approval of the planning and zoning commission.

(c) Where any public or private utility line is required to be adjacent in location or elevation, then the developer shall cause such changes to be made with the approval of the city engineer.
(d) Where the proposed subdivision adjoins an unplatted area, and a utility easement is dedicated on the unplatted property, then the owner and lien holder shall join in the dedication of the easement.

(e) Normal curb exposure shall be required where utility easements intersect streets.

(f) Where utility easements are not themselves straight within each block, or if the same do not connect on a straight course with the utility easements of adjoining blocks, then an additional easement shall be provided for the placing of guy wires on lot division lines in order to support poles set on curving or deviating rights-of-way or alleys.

DRAINAGE

The site has been located on the Flood Insurance Rate Map (FIRM) No. 4805020005C effective date June 19, 1989 and is located in Zone A which is areas inundated by the 100-yr flood but no base flood elevations have been determined. Detention for storm water is required by the City only if the downstream properties are adversely impacted. Provisions for above ground detention have been made.

ZONE A

Approximate A Zones are those areas not studied by the detailed hydrologic/hydraulic methods. These areas are shown as “unnumbered A zones” on the FIRM and “approximate 100-year flood zones” on the Flood Boundary Floodway Map. The FIS will not contain specific base flood elevations for approximate study areas nor will there be a floodway/fringe designation on the FBFM.

“A Guide for Obtaining and Developing Base (100-Year) Flood Elevations” provides information on a number of methodologies for developing BFEs in approximate A zones. These methodologies range from detailed methods that produce BFEs and perform floodway analyses similar to those developed for a Flood Insurance Study to simplified methods that can be used in isolated areas where more costly studies cannot be justified.

When a detailed flood study in an approximate A Zone area is performed, the new flood information must be submitted to FEMA within six months. A Letter of Map Revision(LOMR) will be required to be approved as a condition of approving the development.
The design of the development will be such that the finished floor elevation will be at least a foot above the base flood elevation.

Additional information can be accessed from the following link

https://www.fema.gov/media-library/assets/documents/6029

TxDot will require plan review for drainage discharge to IH-20 frontage ROW.

UTILITIES

A 10-inch water line exists on the west side of Throckmorton Street. Sanitary sewer is located about 140-ft east of the Hubbard Street ROW. The Site Plan will incorporate that sewer line into the site layout. These services are provided by the City of Sweetwater.

Overhead electrical (both single and 3-phase) is available at the property. Natural gas is available off site, but the Developer does not require gas for this project.

FIRE DEPARTMENT REQUIREMENTS

Fire Prevention and Protection will be provided in accordance with the Code of Ordinances found in Part I, Chapter 10. https://library.municode.com/tx/sweetwater/codes/code_of_ordinances?nodeId=P TIICOOR_CH10FIPRPR

The fire department requires the following:

Fire protection must comply with Fire Marshal’s Office regulations, and in no case be less than currently adopted International Fire Code requirements.

1. Each building in the city limits shall be within 500 feet of a fire hydrant, as measured by lay-of-hose length.

   A. In all cases, the following criteria shall be adhered to:

      1. Fire hydrant leads shall be minimum 6-inch diameter, sole purpose and shall not exceed 150 feet in length. The entire length of the lead shall be mechanically restrained.
2. Private fire protection lines and hydrant leads shall connect at the main with a gate valve or tapping valve of at least equal size to the fire protection line.

3. A fire hydrant is required within 200 feet of a Fire Department Connection.

4. Fire lines from public mains to buildings shall be installed by a state certified fire sprinkler firm and tested to Fire Marshal’s Office requirements.

5. Fire hydrants shall be located at intersections wherever possible.

Consult Section C-104 of the International Fire Code for requirements on hydrants that may obstruct access during firefighting operations.

6. A hydrant shall be placed at the throat or beginning of each cul-de-sac at the intersecting street.
   a. Additional fire hydrants may be required based on length of cul-de-sac.
   b. Fire hydrants placed at the bulb end of cul-de-sacs should be avoided.

7. On divided highways hydrants shall be placed on each side of the highway wherever possible.

8. Fire hydrants shall be installed with the 4-inch nozzle facing the required access way or street.

9. Fire hydrants shall be installed and maintained so that the center of the lowest water outlet is 18 inches above the ground.

10. Fire hydrants shall be placed so that they are readily visible from the street and shall be no closer than 2 feet nor further than 5 feet from back of curb.

11. A reflective, blue, raised pavement marker shall be placed at the center of the required access way or street for any new fire hydrant installation, in line with the 4-inch nozzle.

12. No bushes, ground cover over 6 inches in height, or other obstructions shall be placed within a 5 foot radius in all directions of a hydrant or fire department connection.

13. Where fire hydrants are vulnerable to vehicular damage, appropriate crash posts shall be provided.
a. No obstructions shall exist within a 3-foot working area of each fire hydrant.

b. Crash posts shall be 4-inch, cement-filled pipe with a minimum of 3 feet above finished grade and 2 feet of pipe anchored in concrete below grade.

14. Fire hydrants shall be in operation before framing is started or combustibles are stored on any construction site.

15. Streets and fire access roadways shall be able to support fire apparatus in wet weather before framing is started or combustibles are stored on any construction site.

PROPOSED OFFSITE IMPROVEMENTS

No offsite improvements are planned.

INGRESS & EGRESS

The site will be accessed primarily from the frontage road of IH-20. The frontage road has two-way traffic and is an asphaltic surface. A secondary access is provided on Hubbard Street. Hubbard is a local residential street having a 60-ft ROW with an asphaltic surface. No additional ROW dedication is required by the City or TxDot and no widening is in any long-range plans.

A TxDot Permit will be required for the access point on IH-20 frontage road.

LANDSCAPING

The City does not have a Landscaping Ordinance.

SIGNAGE

Signage for the project is anticipated to include ground supported Monument Signs. No obstacles are anticipated to obtain a Sign Permit.

BUILDING PERMIT & PLAN REVIEW

Submit a “City of Sweetwater Permit Application” together with 3 sets of plans including a completed specification manual, site plan, architectural and structural,
mechanical plumbing, electrical, energy conservation code, fire sprinkler and project specific plans.

Review time will be approximately 3 weeks assuming the submittal is complete. The City will notify when the plan has been approved or disapproved

The following codes are effective for City of Sweetwater:

- 2012 International Building Code
- 2012 International Energy Conservation Code
- 2011 National Electrical Code
- 2012 International Mechanical Code
- 2012 International Residential Code
- 2012 International Existing Building Code
- 2012 International Plumbing Code
- 2012 International Fuel Gas Code
- 2012 International Fire Code

CITY FEES

The City of Sweetwater has no review fees, reimbursement fees and/or park/landscape fees. The summary of fees is estimated to be the following:

- Building Permit (> $500K) $2 per thousand                  $ 8,740
- Water & Sewer Tap Fee (est.)                                        $ 4,500
- Application Fees (est.)                               $ 1,000

PHASE I ENVIRONMENTAL ASSESSMENT

A Phase I ESA was performed by another Consultant. The results indicated there were no Recognized Environmental Conditions (REC). A copy of that report will be presented in the Developer’s Application.

ONSITE & OFFSITE COST ESTIMATES

The estimated onsite construction costs including earthwork, storm drainage, landscaping, utilities, and paving is $ 712,800. No offsite improvements are anticipated.
SUMMARY

The developer and development team have completed a specified amount of due diligence as identified in the Texas Department of Housing and Community Affairs (TDCHA) Additional Evidence of Preparation to Proceed Chapter 10, Subchapter C, Section 5, “Site Design and Development Feasibility Report”. We have concluded that this site will accommodate the proposed project. This conclusion is based on the following:

- Conversations and meetings with the City staff along with the Developer
- Review of information made available by others
- Review of the ordinances, design requirements, and utility availability
- Preliminary Site Plan and contours of the site

This summary letter may be relied upon only by the Developer/Client; it is not intended for use by any other party. The Client may use this letter as part of its due diligence, but this report should not be used as the sole basis for the Client’s decision making. We endeavored to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions.

We trust this provides you with the information needed at this time. If you have any questions or comments, please call.

Respectfully submitted,

CARNEY ENGINEERING, PLLC

T. Craig Carney, P.E.
ATTACHMENTS

Aerial
Survey
Tax Certificate
Zoning Map
Civil Engineering Site Plan
FEMA Flood Map
National Wetland Inventory Map
Utility Map
TDHCA Onsite Cost Estimate
General Property Tax Information - Parcel ID: 31260

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**View / Print Tax Statement**

**View All Tax Data For This Owner**

* [View Property Record](#)

THIS IS BASE TAX ONLY AND DOES NOT INCLUDE PENALTY & INTEREST AND/OR DISCOUNT.

DO NOT PAY THIS AMOUNT.

PLEASE CLICK VIEW / PRINT TAX STATEMENT ABOVE.

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**BASE** property tax for **2018**: $ 692.49

* Where supporting website data is available.
# General Real Estate Property Information

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SOUTH SIDE BLK 23 LOT N20 14  
AND ALL OF 15-24

**Property Location:**

1800 COKE ST  
SWEETWATER TX

**Owner Information:**

MORRIS STANLEY A  
907 E BROADWAY ST  
SWEETWATER, TX 79556

**Previous Owner:**

Morris J C J R TR

**Account / Geo Number:**

S7600-0023-07

**Survey / Sub Division Abstract:**

SOUTH SIDE

**Block:**

023

**Section / Lot:**

N20 14 AND

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[View Building Detail Information]  
[View Land Detail Information]
### Property Detail:

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<th>Property</th>
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<tbody>
<tr>
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<tr>
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<td>Total Living Sft:</td>
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<tr>
<td>Owner Interest:</td>
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<tr>
<td>Homestead Exemption:</td>
<td>0</td>
</tr>
<tr>
<td>Homestead Cap Value:</td>
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</tr>
<tr>
<td>Land Ag/Timber Value:</td>
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<tr>
<td>Land Market Value:</td>
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<td>Improvement Value:</td>
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### Jur Code Description | Market Value | Homestead | Total Exemption | Taxable |
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* Where supporting website data is available.
General Real Estate Property Information

New Property Search

Property ID: 31297

Property Legal Description:
SOUTH SIDE BLK 26 LOT 1

Property Location:
1801 COKE ST
SWEETWATER TX

Owner Information:
MORRIS STANLEY A
907 E BROADWAY ST
SWEETWATER, TX 79556

Previous Owner:
Morris Jeannette Trust

Go To Previous Page

Account / Geo Number:
S7600-0026-01

Survey / Sub Division Abstract:
SOUTH SIDE

Block:
026

Section / Lot:
1

View Building Detail Information

View Land Detail Information

Deed Information:

Volume: [blank]
Page: 0
File Number: 0
Deed Date: 1/1/1900
Property Detail:

Agent: None
Property Exempt: None
Category/SPTB Code: C1C
Total Acres: 0.161
Total Living Sqft: See Detail
Owner Interest: 1.000000
Homestead Exemption:
Homestead Cap Value: 0
Land Ag/Timber Value: 0
Land Market Value: 2,520
Improvement Value: 0
Property Market Value: 2,520

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<tr>
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* Where supporting website data is available.

New Property Search  Go To Previous Page

Home  | Contact Us  | Location  | Forms  | Disclaimer

Real Estate Appraisal Information is the 2018 CERTIFIED Appraisal Values. © Nolan County Appraisal District | Last Data Update: 02/07/2019

nolan-cad.org/(S(dx4ryh45c2n3btrkalukpk55))/general.aspx?ID=31297&seq=1
### General Real Estate Property Information

#### New Property Search

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</table>
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| | SWEETWATER TX |
| Owner Information: | MORRIS STANLEY A  
| | 907 E BROADWAY ST  
| | SWEETWATER, TX 79556 |
| Previous Owner: | Morris J C JR TR |

#### Go To Previous Page

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#### View Building Detail Information

#### View Land Detail Information

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**Property Detail:**

- **Agent:** None
- **Property Exempt:**
- **Category/SPTB Code:** C1C
- **Total Acres:** 1.286
- **Total Living Sq ft:** See Detail
- **Owner Interest:** 1.00000
- **Homestead Exemption:**
- **Homestead Cap Value:** 0
- **Land Ag/Timber Value:** 0
- **Land Market Value:** 20,160
- **Improvement Value:** 0
- **Property Market Value:** 20,160

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* Where supporting website data is available.

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**New Property Search** | **Go To Previous Page**

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General Real Estate Property Information

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<td>MORRIS STANLEY A</td>
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- Page: 0
- File Number: 0
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### Jur Code and Description

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* Where supporting website data is available.

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**New Property Search**

**Go To Previous Page**

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General Real Estate Property Information

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| | SWEETWATER TX |
| Owner Information: | MORRIS STANLEY A  
| | 907 E BROADWAY ST  
| | SWEETWATER, TX 79556 |
| Previous Owner: | Morris J C JR TR |
| Account / Geo Number: | S7600-0026-10 |
| Survey / Sub Division Abstract: | SOUTH SIDE |
| Block: | 026 |
| Section / Lot: | 16 |

- View Building Detail Information
- View Land Detail Information

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<tbody>
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**Jur Code** | **Description** | **Market Value** | **Homestead Exemption** | **Total Exemption** | **Taxable** |
---|-----------------|------------------|--------------------------|---------------------|------------|
CAD  | Nolan CAD       | 2,520           | 0                        | 2,520              |
01N  | Nolan County    | 2,520           | 0                        | 2,520              |
01NIS| Nolan County IS | 2,520           | 0                        | 2,520              |
11N  | Fm kt           | 2,520           | 0                        | 2,520              |
02S  | City of Sweetwater | 2,520         | 0                        | 2,520              |
03S  | Sweetwater ISD  | 2,520           | 0                        | 2,520              |
03SIS| Sweetwater ISD I&S | 2,520        | 0                        | 2,520              |
04W  | Wes-Tex Groundwater | 2,520      | 0                        | 2,520              |
051  | Nolan County Hospital Dist | 2,520 | 0 | 2,520 |

* * Where supporting website data is available.

---

**New Property Search**  |  **Go To Previous Page**

---

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nolan-cad.org/(S(dx4ryh45c2n3btkalkupk55))/general.aspx?ID=31303&seq=1

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MF RCVD Mon 4/8/2019 12:46 PM-LC
Property Detail:

Agent: None
Property Exempt: C1
Category/SPTB Code: 0.161
Total Acres: See Detail
Owner Interest: 1.00000
Homestead Exemption: 0
Homestead Cap Value: 2,520
Land Ag/Timber Value: 0
Land Market Value: Improvement Value: 0
Property Market Value: 2,520

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</tbody>
</table>

* Where supporting website data is available.

New Property Search

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Home | Contact Us | Location | Forms | Disclaimer

Real Estate Appraisal Information is the 2018 CERTIFIED Appraisal Values. © Nolan County Appraisal District | Last Data Update: 02/07/2019
General Real Estate Property Information

**New Property Search**

**Property ID:** 31304

**Property Legal Description:**
SOUTH SIDE BLK 26 LOT 17-20

**Property Location:**
1900 THROCKMORTON ST
SWEETWATER TX

**Owner Information:**
MORRIS STANLEY A
907 E BROADWAY ST
SWEETWATER, TX 79556

**Previous Owner:**
Unknown

**Account / Geo Number:**
S7600-0026-11

**Survey / Sub Division Abstract:**
SOUTH SIDE

**Block:**
026

**Section / Lot:**
17-20

**Deed Information:**
Volume: 829
Page: 140
File Number: 0
Deed Date: 12/28/2006

[View Building Detail Information]
[View Land Detail Information]
**Property Detail:**

**Agent:** None  
**Property Exempt:**  
**Category/SPTB Code:** C1C  
**Total Acres:** 0.643  
**Total Living Sqft:** See Detail  
**Owner Interest:** 1,000,000  
**Homestead Exemption:**  
**Homestead Cap Value:** 0  
**Land Ag/Timber Value:** 0  
**Land Market Value:** 10,080  
**Improvement Value:** 0  
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* Where supporting website data is available.
General Real Estate Property Information

New Property Search

Property ID: 31306

Go To Previous Page

Account / Geo Number:
S7600-0026-15

Survey / Sub Division Abstract:
SOUTH SIDE

Property Legal Description:
SOUTH SIDE BLK 26 LOT 22-24

Block:
026

Property Location:
1800 THROCKMORTON ST
SWEETWATER TX

Section / Lot:
22-24

Owner Information:
MORRIS STANLEY A

View Building Detail Information

907 E BROADWAY ST
SWEETWATER, TX 79556

View Land Detail Information

Previous Owner:
MORRIS J C JR TR

Deed Information:
Volume: 0139
Page: 145
File Number: 0
Deed Date: 1/1/1900

View Previous Owner Information
Property Detail:

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<td>Property Market Value</td>
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Jur Code  Description     Market Value | Homestead | Total Exemption | Taxable |
--- | --- | --- | --- | --- |
CAD  Nolan CAD            7,560     | 0         | 7,560          |
01N  Nolan County         7,560     | 0         | 7,560          |
01NIS Nolan County IS     7,560     | 0         | 7,560          |
11N  Fm kt                7,560     | 0         | 7,560          |
02S  City of Sweetwater   7,560     | 0         | 7,560          |
03S  Sweetwater ISD       7,560     | 0         | 7,560          |
03SIS Sweetwater ISD I&S  7,560     | 0         | 7,560          |
04W  Wes-Tex Groundwater  7,560     | 0         | 7,560          |
051  Nolan County Hospital Dist  7,560 | 0 | 7,560 |

* Where supporting website data is available.

New Property Search    Go To Previous Page

Home  |  Contact Us  |  Location  |  Forms  |  Disclaimer

Real Estate Appraisal Information is the 2018 CERTIFIED Appraisal Values. © Nolan County Appraisal District | Last Data Update: 02/07/2019
1. The engineer has researched codes, ordinances, and other developmental requirements of local government, including fire, with jurisdiction over the site, and verified that the site plan conforms to all applicable zoning, site development, and building codes and ordinances. Actual submission to, or review by, local government, including fire, is not required.

2. There are no known variances that will be required for this project.

3. Dimensions are to face of curb. Radii are to face of curb, or center of striping unless noted otherwise.

4. Contractor shall refer to architectural plans for exact locations and dimensions of building exits, porches, ramps, sidewalks, downspouts, and other appurtenances which are connected to the building, precise building dimensions, and exact building utility locations.

5. Contractor shall refer to electrical plans for types of light fixtures and conduit routing.

6. Contractor shall provide fire lane striping as per governing entity.

7. Existing topographic information was taken from Google Earth elevation data and no warranty is made as to its accuracy.

8. The minimum horizontal separation between parallel water and sewer lines is ten (10) feet, and the minimum vertical separation between crossing water and sewer lines is eighteen (18) inches.

9. Proposed finish floor elevations are preliminary and were developed for approximate earthwork quantities.

10. A portion of this property lies within Zone A per Flood Insurance Rate Map No. 4805020005C, effective date June 19, 1989.
March 1, 2019

Sweetwater

Wetlands
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetland's related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.
# Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs. Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule. Columns B and C: In determining actual construction cost, two different methods may be used: The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR the use of unit price (Column B) and the number of units (Column C) data for the activity. Column D: To arrive at total construction costs in Column D: If based on labor and materials, add Column B and Column C together to arrive at total construction costs. If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs. Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity. Column F: Engineering/architectural costs must be broken out by the Site Work activity. Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

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<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>
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Signature of Registered Engineer

T. Craig Carney, P.E.
Printed Name

Date 2-28-19

If a revised form is submitted, date of submission: 2-2-19
April 15, 2019

Ms. Liz Cline  
Multifamily Housing Specialist  
Texas Department of Housing and Community Affairs  
221 E. 11th Street  
Austin, Texas 78701  

Dear Ms. Cline,

We are in receipt of the deficiency notice issued April 1, 2019 for 19368 Sweetwater Springs Apartments and have responded to those requests in the following response.

1. **Site Information Form Part I:** The flood zone designation stated on the exhibit does not agree with the ESA report or site plan.  
The form has been corrected to indicate the site is partially in a floodplain. The applicant is working to get a current LOMR on the property to correct the floodplain issue.

2. **Site Information Form Part III:** The form is incomplete. The acreage is not stated for the site plan and the date of the last sale are blank. Please complete all sections of the form.  
The form has been revised to include the information that was omitted.

3. **Site Control:** Coke Street is not included in the site control but appears to be part of the site according to the site plan. Provide evidence that Coke Street is included in the site control or provide evidence that there is an agreement with regard to development on the portion not included in site control.  
The applicant contacted the city to vacate the plat for Coke Street and it is anticipated that the plat will be vacated as the city completed the same type vacation of land to a property owner just 6 months ago. However, the Site Plan was design so that if the city does not vacate the plat for Coke Street, the street can easily be added to the Site Plan with minimal change to the building configuration.

4. **Site Control:** If Coke street is not included in the site control and is part of the ingress/egress, then evidence that an easement, leasehold, or similar documented access, as well as evidence that the fee title owner agrees that the LURA may extend to the access easement is required.  
The Applicant has included with this response a letter from the City indicating evidence of the submission of the request to vacate the existing plat containing Coke Street and includes a temporary access easement for Coke Street until such plat in vacated. Additionally, we have included an amendment to the purchase agreement for the acknowledgement of the LURA encroachment into the access easement.

5. **Title Commitment:** The legal description in the title commitment appears to describe a different development site. It does not match the site control contract’s legal description. The title commitment should confirm the size of the site pursuant to 10 TAC §11.204(12).  
The title commitment has been revised to be consistent with other exhibits.
6. Title Commitment: The title commitment should list the name of the Development Owner or an Affiliate as the proposed insured. The entity named as the proposed insured does not appear on the ownership charts.
Bouldin CRE, LLC is an affiliate of Bouldin Communities, LLC. The title commitment has been revised to have the insured listed as Bouldin Communities, LLC, a member of the GP.

7. Site Plan: Submit a site plan that conforms to the requirements of 10 TAC §11.204(9). I don’t find the following items on the site plan: The size of the site stated, the flood plain boundaries, the location of van parking space(s), and a table showing the Common Area space on a building by building basis.
The Site Plan has been revised to include the information requested.

8. Site Plan: The number of units stated on the site plan on page 114 and 115 (sheet C1.0) differ. Clarify what is correct.
The total number of units on the Site Plan has been revised to correct the number to 48.

9. Elevations: Confirm that the exterior composition is typical for all sides. There appears to be a typographical error where only the left side of several building types is depicted.
The elevations have been revised to include the exterior composition for all sides of the buildings.

10. Elevations: I don’t find the building height of the community center.
The community building elevation has been revised to include the building height.

11. Building/Unit Configuration Form: The number of each unit type and total units do not agree with the Rent Schedule and site plan on page 114. Clarify what is correct.
The Building Configuration form has been revised to be consistent with the Rent schedule and Site Plan data.

12. Building/Unit Configuration Form: The number of parking spaces does not agree with the site plan or Accessible Parking Calculation worksheet.
The Building Configuration form has been revised to be consistent with the Site Plan and Parking form.

13. Accessible Parking Calculation: Two additional accessible parking spaces are required for a total of six. The calculation entered in your application form differs from the calculation when entered by staff.
The Parking form has been revised to include the additional two units.

14. Rent Schedule: A description of the non-rental income was omitted.
The form revised to indicate the non-rental income.

15. Annual Operating Expenses: All amounts listed as “other” require a description. Additionally, avoid using terms such as, “miscellaneous”.
The form is revised to indicate the other and miscellaneous expenses.

16. Schedule of Sources & Uses: The amounts of the bridge, construction, and permanent loans do not agree with the commitment letter. Clarify which is correct and revise any appropriate exhibit(s).
These were correct in the EXCEL version. We failed to swap out this page in the PDF version with a last minute change.
The commitment letters are correct. The S&U has been revised to be consistent with the commitment letters.
17. Financing Narrative: The amounts of the bridge, construction, and permanent loans do not agree with the commitment letter. The form has been revised to be consistent with the commitment letters.

18. Financing Narrative: The term of the permanent loan and amount of deferred developer fee stated in the Financing Narrative does not agree with the Schedule of Sources & Uses. The form has been revised to be consistent with the commitment letters.

19. Commitment: The letter submitted regarding the amount of the deferred developer fees does not agree with the Schedule of Sources & Uses. The form has been revised to be consistent with the commitment letter.

20. Sponsor Characteristics: I don’t find a statement that explains how the HUB will materially participate will be achieved. The participation outline is included with this response.

21. Ownership Charts: Clarify whether the entity name of the HUB is “ARX Housing Initiative, LLC” or “ARX Housing Initiatives” and revise the appropriate exhibit(s) so that all documents agree. The Org Chart has been revised to correct the typo on Arx Housing Initiatives, LLC.

22. Ownership Charts: Please submit a list of all Persons that have the ability to exercise Control. The Org Chart submitted for #21 indicates the “Control” entities and persons which should be consistent with the Control Form.

23. ESA: Submit a statement that any additional assessments of the report will be performed prior to closing. A statement is included with this request.

24. ESA: I don’t find the statement from the report provider that the preparer will not materially benefit from the Development other than by receiving a few and that the fee is not contingent upon the report’s findings. The report has been revised to include the requested statement.

25. Site Design and Feasibility Report: I don’t find property identification numbers included in the report. Please clarify. The report has been revised to include the identification numbers.

Should you need further clarification or correction, please do not hesitate to contact me.

Sincerely,

Robbye G. Meyer
Principal, Managing Member
City of *Sweetwater*

P. O. BOX 450 • 200 EAST FOURTH STREET
SWEETWATER, TEXAS 79556 • (325) 236-6313
www.cityofsweetwatertx.com

Date: April 15, 2019

To: Attn: Jeff Markey
BOCHI 2019 Sweetwater, LP
3801 N. Capital of Texas Hwy., Suite E-204 #435
Austin, Texas 78746

RE: NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas (together, “Site”).

This letter acknowledges that the City of Sweetwater is working with the developer, BOCHI 2019 Sweetwater, LP, by way of Sweetwater Planning and Development Services Department and other City Officials, on established processes to vacate the existing plat which includes the area bordered by NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas.

We expect the existing plat will be vacated and the requested plat will be accepted after completing the proper procedures as required by the City of Sweetwater. When the subject property is re-platted, the property owner will have access to Georgia Avenue (I-20 Frontage) from the property through a permanent easement which will run with the land.

A temporary easement for the developer is included under separate cover which will allow access from the Site to Georgia Avenue (I-20 Frontage) from Coke St., Blocks 23 and 26 south of Mississippi Street.

Sincerely,

David A. Vela
City Manager
City of Sweetwater

*We lead with trust and respect to provide a vibrant, secure community for all.*

PROFESSIONALISM  INTEGRITY  CONTINUOUS IMPROVEMENT  TEAMWORK
TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into as of April 15, 2019, by and among CITY OF SWEETWATER, a municipal corporation located in Nolan County, Texas ("Grantor"), whose address is 200 E. Fourth Street, Sweetwater, TX 79556, and BOCHI 2019 Sweetwater, a Limited Partnership (LP), (the "Grantee") whose legal address is 3801 N. Capital of Texas Hwy., Suite E-204 #435, Austin, Texas 78746.

RECITALS

A. Grantee has requested from Grantor a temporary access easement for purposes of accessing certain public right-of-way (ROW) property owned by Grantee.

B. Grantor has agreed to grant such an access easement on and subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the foregoing Recitals, the payment of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement over, under and across the Coke Street Public Right-of-Way (ROW) located in real property described as reflected on Exhibit A, attached hereto (the "Premises"), for the use of Grantee and its successors and assigns for ingress and egress to described property subject to the terms of this Agreement.

2. Condition of Premises. The grant of the easement hereunder is made on an "AS IS" basis without any representation or warranty as to the condition of the Premises or any improvements thereon. Grantor is under no obligation to maintain or repair any improvements on the Premises. Grantee shall not construct or make any improvements on the Premises.

3. Risk. Grantee shall bear all risk associated with the use of the Premises, and waives any and all claims, liabilities, damages, injuries and other claims of any nature whatsoever relating to the use of the Premises by Grantee and its employees, contractors and invitees. Grantee shall be responsible for any damage to the Premises caused by Grantee or any of its employees, contractors and invitees.

4. Term. This Agreement and the easement granted hereunder shall terminate six (6) months from the date of signed Agreement.

5. Reservations. Grantor reserves the right to use the Premises for ingress and egress for itself, its tenants, assigns and invitees and to otherwise use the Premises for all other purposes that do not unreasonably interfere with Grantee's use of access easement.

6. Limitations of Use. Grantee's use of the Premises shall be limited in that its activities shall not interfere in any way with the existing uses already in place on the Premises by the Grantor, its permitted assigns or other easement holders.
7. **General Provisions.**

(a) **Entire Agreement.** This Agreement embodies the entire understanding and agreement among the parties relative to the matters contained herein, and supersedes all prior negotiations, understandings or agreements in regard thereto, whether written or oral. This Agreement may be amended, altered or revoked only by written instrument executed by Grantor and Grantee.

(b) **Construction.** The subject headings used in this Agreement are included for purposes of reference only, and shall not affect the construction or interpretation of any of its provisions. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular; all genders shall be deemed to include other genders, wherever the context so requires; and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

(c) **Exhibits.** All schedules, exhibits and addenda attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part hereof.

(d) **Covenants to Run With Land.** The easement and the rights and obligations granted and created by this Agreement shall run with the land throughout Agreement period, and they shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

(e) **Further Acts.** Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intents and purposes of this Agreement. Upon termination of the Easement or this Agreement for any reason, Grantee will execute and record an instrument confirming such termination and relinquishing any interest in the Premises.

(f) **Authority and Title.** Grantor represents and warrants that it has full right and authority to grant the easements granted herein, and that this grant is made free and clear of all liens and encumbrances, except those of record and the rights of Grantor's tenants.

(g) **No Public Dedication.** Nothing contained herein shall be deemed to be a grantor dedication of any rights or use to the public in general.

(h) **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

(i) **Maintenance of the Surface.** Maintenance of the surface of the Easement shall be the responsibility of Grantees.

(j) **Attorney's Fees.** If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
(k) **Choice of Law.** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

(l) **Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(m) **Integration.** This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

(n) **Legal Construction.** If any provision in this agreement is for any reason unenforceable to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

(o) **Notices.** Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

[THE REMAINDER OF THIS PAGE LEFT BLANK SIGNATURE PAGE Follows]
THIS AGREEMENT is executed as of the date and year first above written.

GRANTOR:

CITY OF SWEETWATER, a municipal corporation located in Nolan County, Texas

By: ____________________________
    David A. Vela, City Manager

GRANTEE:

BOCHI 2019 Sweetwater, a Limited Partnership (LP)

By: ____________________________
    Jeff Markey, Manager

STATE OF TEXAS  )
    ) ss.
    
COUNTY OF NOLAN  )

This instrument was acknowledged before me on the 15th day of April, 2019 by David Vela, City Manager of the City of Sweetwater, a municipal corporation located in Nolan County of the State of Texas.

Witness my hand and official seal.

My commission expires: October 14, 2020

Becky H. Jimenez
Notary Public

STATE OF TEXAS  )
    ) ss.
    
COUNTY OF TRAVIS  )

This instrument was acknowledged before me on the _____ day of April, 2019 by Jeff Markey, Manager of BOCHI 2019 Sweetwater L.P.

Witness my hand and official seal.

My commission expires: ____________________________

____________________________
Notary Public
THIS AGREEMENT is executed as of the date and year first above written.

GRANTOR:
CITY OF SWEETWATER, a municipal corporation located in Nolan County, Texas

By: ____________________________
David A. Vela, City Manager

GRANTEE:
BOCHI 2019 Sweetwater, a Limited Partnership (LP)

By: ____________________________
Jeff Markey, Manager

STATE OF TEXAS )
) ss.

COUNTY OF NOLAN )

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Witness my hand and official seal.

My commission expires: October 14, 2020

______________________________
Notary Public

STATE OF TEXAS )
) ss.

COUNTY OF TRAVIS )

This instrument was acknowledged before me on the 15th day of April, 2019 by Jeff Markey, Manager of BOCHI 2019 Sweetwater, L.P.

Witness my hand and official seal.

My commission expires: June 12, 2022

______________________________
Notary Public
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION

NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater, Nolan County Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26, Southside Addition, Sweetwater, Nolan County, Texas (together, "Site").
AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “Amendment”) is made and entered into as of April 14, 2019 by and between Bouldin Communities, LLC (“Purchaser”) and Stanley Morris (“Seller”).

WHEREAS, Purchaser and Seller are parties to a certain Agreement for Purchase and Sale of Real Property, dated January 14, 2019 wherein Purchaser sought to purchase a certain parcel of property located at NW GEORGIA AVENUE between Hubbard Street and Throckmorton Street (Lots 1 through 11, and Lots 14 through 24, Block 23, Southside Addition, Sweetwater Nolan County, Texas; and Lots 1 through 10, and Lots 16 through 24, Block 26 Southside Addition, Sweetwater, Nolan County, Texas from Seller; and

WHEREAS, Purchaser and Seller agree to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein are hereby acknowledged, the parties, intending to be legally bound, do hereby agree that the Contract shall be amended as follows:

1. Section 10.4 Seller/fee title owner understands a Land Use Restriction Agreement (“LURA”) will be placed on the property and may extend to the temporary easement granted by the City of Sweetwater for access to the property until the previous plat is vacated or a permanent easement is in place and this Agreement is closed.

AGREED, to be effective for all purposes on February 14, 2019 (the "Effective Date"), by and between:

SELLER:  
Stanley Morris

By: [Signature]

PURCHASER:  
Bouldin Communities, LLC

By: [Signature]  
Jeff Markey, Member
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Site Control: Please submit evidence that the City was contacted prior to March 1, 2019 regarding the request to vacate Coke Street.
2. Site Plan: The site plan contains an existing alley that is to be abandoned. Submit evidence that the process to abandon the alley has been initiated and/or completed.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.
Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all
documentation at the same time and in only one file using the Department’s Serv-U HTTPs
System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff
member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process,
contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also
contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily
Rules as they apply to due diligence, applicant responsibility, and the competitive nature of
the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 24, 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)).

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Liz,

We did contact the city prior to the submission of the application; however, we were not able to setup an appointment to speak with them until after we submitted the application. Our broker was aware of a recent vacated plat and was pretty sure we could get the plat vacated since there had been no activity with the property in many years. When finally did get in to see the city officials, they were more than willing to cooperate with us to bring the development to Sweetwater.

We are scheduled to present to council on the 14th of May.

We can get the information for the alley.

Sincerely,
Robbye

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All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth
Deficiency #2 – Our site plan and survey both contain the alley and do not anticipate any abandonment. The allies are part of the site.

Sincerely,
Robbye

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**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 24, 2019. Please respond to this email as confirmation of receipt.**

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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
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
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
May 9, 2019

Mr. Jeff Beaver  
BOCHI 2019 Sweetwater, LP  
404 E McKinney Avenue  
Albertville, Alabama 35950

RE: STATUS OF 2019 COMPETITIVE HOUSING TAX CREDIT APPLICATION 19368 SWEETWATER SPRINGS

Dear Mr. Beaver:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of the Application mentioned above. Initial review of the Application indicated that a portion of the Development Site consists of Coke Street, which according to the Site Design and Feasibility Report, “is platted but not built and will require vacating.” The Application includes a purchase and sale contract that does not include the “Coke Street” section of the Development Site. 10 TAC §11.204(10) requires evidence of Site Control as a threshold requirement for a complete Application. The definition of Site Control at 10 TAC §11.1(d)(117):

Ownership or a current contract or series of contracts, that meets the requirements of §11.204(10) of this chapter, that is legally enforceable giving the Applicant the ability, not subject to any legal defense by the Owner or anyone else, to develop and operate a Property and subject it to a LURA reflecting the requirements of any awards of assistance it may receive from the Department.

On April 1, 2019, staff issued a deficiency notice that requested that the Applicant provide evidence that the Applicant has in place an agreement with the City of Sweetwater with regard to Development on that portion of the Development Site that includes an area currently platted as Coke Street. Alternatively, staff requested that if Coke Street was not a part of the Development Site, the Applicant should provide evidence that an agreement with the city regarding ingress and egress using Coke Street was in place either on or before the Application submission deadline and that the fee title
owner agrees that the land use restriction agreement (LURA) may extend to an access easement. Response to the deficiency notice was due on April 8, 2019.

In the April 8 response to the notice, the Applicant stated that “[t]he applicant contacted the city to vacate the plat for Coke Street and it is anticipated that the plat will be vacated as the city completed the same type vacation of land to a property owner just 6 months ago. However, the Site Plan was design (sic) so that if the city does not vacate the plat for Coke Street, the street can easily be added to the Site Plan without change to the building configuration.” The response included a request for an extension of time to respond to these specific issues, and an extension of five business days was granted to the Applicant.

The April 15, 2019, response included a letter from the City of Sweetwater dated April 15, 2019, which stated that the city is working with the Developer “on established processes to vacate the existing plat.” The letter clarified that the plat will be accessed via Georgia Avenue (the Interstate 20 Frontage Road), and the final plat will include an easement that will run with the land. Evidence of a temporary easement for Coke Street at Georgia Avenue was provided with the response. The response also included an agreement between the Applicant and the private land Seller dated April 14, 2019, that states that the Seller/fee title owner “understands a LURA will be placed on the property and may extend to the temporary easement granted by the City of Sweetwater for access to the property until the previous plat is vacated or a permanent easement is in place and this agreement closed.”

Staff has determined that the responses did not provide evidence that the Applicant had an agreement with the City of Sweetwater with regard to development on or ingress and egress access to Coke Street, prior to submission of the Application that meets the definition of Site Control in the QAP. 10 TAC §11.1(a)(78) of the 2019 Qualified Allocation Plan (QAP) related to Material Deficiency defines a Material Deficiency as:

Any deficiency in a Pre-Application or an Application or other documentation that exceeds the scope of an Administrative Deficiency. Inability to provide documentation that existed prior to submission of an Application to substantiate claimed points or meet threshold requirements is material and may result in denial of the requested points or a termination in the case of threshold items. It is possible that multiple deficiencies that could individually be characterized as Administrative Deficiencies, when taken as a whole would create a need for substantial re-review of the Application and as such would be characterized as constituting a Material Deficiency.

The Applicants inability to provide documentation that existed prior to submission of the Application to meet threshold requirements is material, and results in termination of the Application, subject to your ability to appeal.

An appeal process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in 10 TAC §11.902 of the 2019 QAP. Should you choose to appeal this decision to the Executive Director, you must file your appeal, in writing, with the Department not later than seven (7) calendar days after the date of this letter. If you are not satisfied with the decision of the Executive Director or if the Executive Director does not respond, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §11.902 of the 2019 QAP for full instructions on the appeals process.
If you have any questions or concerns, please contact me at 512-475-1676 or by email at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
May 15, 2019

Via Electronic Mail

Ms. Marni Holloway
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas

Re: 19368 Sweetwater Springs (the "Development")

Dear Ms. Holloway:

The BOCHI 2019 Sweetwater, LP ("Applicant"), has applied for housing tax credits for the Development referenced above. This letter responds to the Eligibility notice issued May 9, 2019.

General Notes

The Applicant submitted an Application that included a potential easement to access the preferred entrance to the proposed site from the main highway. The Applicant submitted a site plan which included the easement and a vacated plat from the city which contained a proposed city street.

The Rules

The definition of Site Control at 10 TAC §11.1(d)(117): Ownership or a current contract or series of contracts, that meets the requirements of §11.204(10) of this chapter, that is legally enforceable giving the Applicant the ability, not subject to any legal defense by the Owner or anyone else, to develop and operate a Property and subject it to a LURA reflecting the requirements of any awards of assistance it may receive from the Department.

Section 11.204(10) states “The Department may request documentation at any time after submission of an Application of the Development Owner’s ability to compel title of any Affiliated property acquisition(s) and the Development Owner must be able to promptly provide such documentation or the Application, award, or Commitment may be terminated.”

Section 11.204(10)(D) states “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 along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.”
Grounds for Appeal

The proposed Sweetwater development is located off Interstate Highway 20 in Sweetwater, Texas. The City of Sweetwater previously platted a city street (Coke Street) through the property in question and initiated curb cuts to the highway for the future Coke Street construction. The construction of Coke Street has remained dormant for many years. In conversation with the real estate broker at the time the Applicant was negotiating the terms of the site control, it was contemplated that the Applicant could have the previous plat vacated and construct the proposed Sweetwater development using all the parcels of land purchased. The Applicant had the architect design the site for the best possible use of the property. The site plan submitted was purposefully designed with two ingress and egress locations for the possibility of the city’s denial of the vacated plat.

In accordance with §11.204(10), the Department requested the easement documentation from the Applicant through a deficiency and the Applicant submitted the required information to the Department promptly. The rule does not state such documentation must be dated prior to March 1st, it merely states that the documentation must be submitted promptly when requested.

Should the Department not conclude the previous information submitted acceptable, as an alternative, the Applicant would like to propose the Department allow a minor change to the site plan. Since the original design contemplated the possibility of the city’s denial of the vacated plat, the side ingress and egress on Hubbard Street can be utilized as the main entrance to property. There would be a need to swap the back residential building with the clubhouse on the site plan to allow for Coke Street to be constructed by the city as currently platted. This would not require the deficiency for the easement for Coke Street; therefore, not require the LURA language from the fee title owner. These minor changes to the site plan do not constitute a “material deficiency” and could allow the Applicant to continue through the application review process. The Applicant already has the alternative site plan drafted (attached as Exhibit A).

Request for Approval on Appeal of Eligibility

With the above information, we respectfully request that you grant the appeal and allow the application to continue through the review process. If additional information is required, please let us know. We appreciate your consideration of this presentation.

The Applicant wishes to reserve the right to appeal to the TDHCA Board, pending a decision by the Executive Director.

Sincerely,

Robbye G. Meyer

cc: Jeff Beaver
    Jeff Markey
EXHIBIT A

Original Site Plan
THE ENGINEER HAS RESEARCHED CODES, ORDINANCES, AND OTHER DEVELOPMENTAL REQUIREMENTS OF LOCAL GOVERNMENT, INCLUDING FIRE, WITH JURISDICTION OVER THE SITE, AND VERIFY THAT THE SITE PLAN CONFORMS TO ALL APPLICABLE ZONING, SITE DEVELOPMENT, AND BUILDING CODED ORDINANCES. ACTUAL SUBMISSION TO, OR REVIEW BY A LOCAL GOVERNMENT, INCLUDING FIRE, IS NOT REQUIRED.

1. THERE ARE NO KNOWN VARIANCES THAT WILL BE REQUIRED FOR THIS PROJECT.

2. DIMENSIONS ARE TO FACE OF CURB. RADII ARE TO FACE OF CURB, OR CENTER OF STRIPING UNLESS NOTED OTHERWISE.

3. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF BUILDING EXIT PORCHES, RAMPS, SIDEWALKS, DOWN SPOUTS AND OTHER APPURTENANCES WHICH ARE CONNECTED TO THE BUILDING, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY LOCATIONS.

4. CONTRACTOR SHALL REFER TO ELECTRICAL PLANS FOR TYPES OF LIGHT FIXTURES AND CONDUIT ROUTING.

5. CONTRACTOR SHALL PROVIDE FIRE LANE STRIPING AS PER GOVERNING ENTITY.

6. EXISTING TOPOGRAPHIC INFORMATION WAS TAKEN FROM GOOGLE EARTH ELEVATION DATA AND NO WARRANTY IS MADE AS TO ITS ACCURACY.

7. THE MINIMUM HORIZONTAL SEPARATION BETWEEN PARALLEL WATER AND SEWER LINES IS TEN (10) FEET, AND THE MINIMUM VERTICAL SEPARATION BETWEEN CROSSING WATER AND SEWER LINES IS EIGHTEEN (18) INCHES.

8. PROPOSED FINISH FLOOR ELEVATIONS ARE PRELIMINARY AND WERE DEVELOPED FOR APPROXIMATE EARTHWORK QUANTITIES.

EXHIBIT A

Alternative Site Plan
1. The engineer has researched codes, ordinances, and other developmental requirements of local government, including fire, with jurisdiction over the site, and verify that the site plan conforms to all applicable zoning, site development, and building code ordinances. Actual submission to, or review by a local government, including fire, is not required.

2. There are no known variances that will be required for this project.

3. Dimensions are to face of curb. Radii are to face of curb, or center of striping unless noted otherwise.

4. Contractor shall refer to architectural plans for exact locations and dimensions of building exit porches, ramps, sidewalks, downspouts and other appurtenances which are connected to the building, precise building dimensions, and exact building utility locations.

5. Contractor shall refer to electrical plans for types of light fixtures and conduit routing.

6. Contractor shall provide fire lane striping as per governing entity.

7. Existing topographic information was taken from Google Earth elevation data and no warranty is made as to its accuracy.

8. The minimum horizontal separation between parallel water and sewer lines is ten (10) feet, and the minimum vertical separation between crossing water and sewer lines is eighteen (18) inches.

9. Proposed finish floor elevations are preliminary and were developed for approximate earthwork quantities.

10. A portion of this property lies within Zone A per Flood Insurance Rate Map No. 4805020005C, effective date June 19, 1989.
May 20, 2019

Robbye Meyer
Arx Advantage, LLC
1305 Dusky Thrush Trail
Austin, Texas 78746

RE: APPEAL OF TERMINATION FOR 2019 COMPETITIVE HOUSING TAX CREDIT APPLICATION 19368 SWEETWATER SPRINGS

Dear Ms. Meyer:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of your appeal dated May 15, 2019 for the Application mentioned above. Staff had determined that the Applicant did not have an agreement with the City of Sweetwater with regard to development on or ingress and egress access to Coke Street, prior to submission of the Application. Further, the amendment to the purchase and sale contract is between the Applicant and the Seller of the private property and not with the City of Sweetwater, which is the entity that must agree to have the LURA extend to the Coke Street easement. The Application was terminated due to the Applicant’s inability to provide documentation that existed prior to submission of the Application to meet threshold requirements, subject to the Applicant’s ability to appeal.

The appeal states:

“In accordance with §11.204(10), the Department requested the easement documentation from the Applicant through a deficiency and the Applicant submitted the required information to the Department promptly. The rule does not state such documentation must be dated prior to March 1st, it merely states that the documentation must be submitted promptly when requested.”

The rules address the requirement for the existence of documentation prior to submission of the Application. Per 10 TAC 11.1(d)(78) related to Material Deficiency:
(78) Material Deficiency--Any deficiency in a Pre-Application or an Application or other documentation that exceeds the scope of an Administrative Deficiency. Inability to provide documentation that existed prior to submission of an Application to substantiate claimed points or meet threshold requirements is material and may result in denial of the requested points or a termination in the case of threshold items. (emphasis added)

Per 10 TAC §11.201(7) related to Deficiency Process:

(A) It is critical that the use of the deficiency process not unduly slow the review process, and since the process is intended to clarify or explain matters or obtain at the Department’s request missing information (that should already been in existence prior to Application submission), there is a reasonable expectation that a party responding to an Administrative Deficiency will be able to respond immediately. (emphasis added)

The contract amendment was dated April 14, 2019, and the letter and temporary access easement agreement from the City of Sweetwater was dated April 15, 2019. The appeal does not address the fact that the amendment to the purchase and sale contract is between the Applicant and the Seller of the private property and not with the City of Sweetwater, which is the entity that must agree to have the land use restriction agreement (LURA) extend to the Coke Street easement.

I do not find that the issues raised in your appeal regarding whether the Applicant had an agreement with the city for ingress and egress access using Coke Street and that the fee title owner agreed that the LURA may extend to an access easement clearly demonstrate that the Application should not have been terminated, and accordingly I must deny the appeal. Per your request, staff has placed this item on the agenda for the May 23, 2019, meeting of the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §11.902 of the 2019 QAP for full instruction on the appeals process. Should you have any questions, please contact Sharon Gamble, Competitive Tax Credit Program Administrator, at sharon.gamble@tdhca.state.tx.us or by phone at 512-936-7834.

Sincerely,

[Signature]

David Cervantes
Acting Director
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