2020 Multifamily Uniform Application

REVISED January 23, 2020

20016 Reserve at Sulphur Springs
1a Applicant Certification
2020 Multifamily Uniform Application Certification

Development Name: Reserve at Sulphur 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.

By:

Reserve at Sulphur Springs LLC

Applicant Entity Name

Signature of Authorized Representative

Brian McGeady

Printed Name

Authorized Signer

Title

02-28-2020

Date

Sworn to and subscribed before me on the 28th day of February, 2020

by

Brian McGeady

(Personalized Seal)

NOTARY PUBLIC SIGNATURE

Ohio

Notary Public, State of Butler

County of 03-(18-2)

My Commission Expires:

02-28-20

Date

JUSTIN P. GREGORY

Notary Public, State of Ohio

My Commission Expires 03-18-2020

2/1/2020
1b  4% HTC Bond Filing

NOT APPLICABLE
Certification, Acknowledgement, and Consent of Development Owner
Certification, Acknowledgement, and Consent of Development Owner- 10 TAC §11.204(1)

**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.**
  - Development Site is within 300 feet of a junkyard.
  - Development Site is within 300 feet of a solid waste facility.
  - Development Site is within 300 feet of a sexually-oriented business.
  - Development Site has buildings or recreational areas within 100 feet of overhead high voltage transmission lines.
  - Development Site is within 500 feet of active railroad tracks.
  - Development Site is within 500 feet of heavy industry.
  - Development Site is within 10 miles of a nuclear plant.
  - Development Site has buildings within accident potential zones or runway clear zones of any airport.
  - Development Site contains or is adjacent to an easement that contains pipelines which carry highly volatile liquids.
  - Development Site is within 2 miles of refineries capable of refining more than 100,000 barrels of oil per day.

  Provide information behind this tab regarding mitigation for any item selected above.

- **10 TAC §11.101(a)(3) - Neighborhood Risk Factors (NRF).** Insert NRF Report Packet behind this Tab.
  - Development Site is located within a census tract that has a poverty rate above 40% for individuals, or 55% for Developments in regions 11 and 13. Include resolution from Governing Body in the NRFR Packet.
  - Development Site is located in a census tract (or for any adjacent census tract) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.
  - Development Site is located within 1,000 feet of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.
  - Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating.

- **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(15) - Unused Credit or Penalty Fee**

Submit documentation regarding any disclosures behind this Tab.
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. Any person signing the certification acknowledges that they have the authority to release all materials for publication on the Department’s website and 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 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 be enforceable even...
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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 (consistent with Chapter 2, Subchapter C of the title relating to Administrative Penalties), 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, an Applicant must disclose and provide 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 unless otherwise provided for in 10 TAC Chapter 11) 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 10 TAC Chapter 10, Subchapters F and G.

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 CFR Part 8, if the Development includes the New Construction
or substantial rehabilitation of multifamily units (4 or more units), 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)(8).

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 a complete assessment of accessibility. The Development Owner is responsible for any
modifications necessary to meet accessibility requirements identified at the final construction
inspection.
Unused Credit or Penalty Fee (select one box as applicable)

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

_____ The Applicant certifies that no disclosure regarding §11.901(15) of the Qualified Allocation Plan is necessary.

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

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

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

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

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

_____ The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.
The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 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 federal or 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 100 year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts, and such documentation is submitted in the Application.

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

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

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

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

- The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that specifies 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 (select all that apply):
  - within 300 feet of junkyards
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_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

_____ within 300 feet of a sexually-oriented business

_____ buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures

_____ within 500 feet of active railroad tracks

_____ within 500 feet of heavy industry

_____ within 10 miles of a nuclear plant

_____ buildings are located within the accident potential zones or the runway clear zones of any airport

_____ one or more pipelines, situated underground or aboveground, which carry highly volatile liquids, or adjacent to a pipeline easement for a pipeline carrying highly volatile liquids

_____ within 2 miles of refineries capable of refining more than 100,000 barrels of oil daily

_____ may be in proximity to an environmental factor that may adversely affect the health and safety of the residents or render the Development Site inappropriate for housing use unless it is adequately mitigated (as presented in the application)

_____ within the minimum separation from housing of a facility under the jurisdiction of a state or federal cognizant agency

Neighborhood Risk Factors (select one of the main boxes as applicable)

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

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

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

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

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

_____ is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating by the Texas Education Agency. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable) and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units 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 §11.101(b)(6)(A) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit, development construction, and energy and water efficiency 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 to the maximum extent feasible in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c).

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 CFR §983.57(e)(2) and (3), as applicable.

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 as having Control 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 are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

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

Before me, a notary public, on this day personally appeared Brian McGeady, 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 28th day of February, 2020

(Seal)

JUSTIN P. GREGORY
Notary Public, State of Ohio
My Commission Expires 03-18-2023

Notary Public Signature
Termination of Relationship in an Affordable Housing Transaction

Brian McGeady, is a Member of the ownership structure for this Development. Mr. McGeady, was also also a Member of the ownership for Daystar Estates GP, LLC, who was a general partner in a limited partnership that received an award of low-income housing tax credits in Michigan in 2003. The award of tax credits supported the development of Daystar Estates, a 50-unit single-family scattered-site development in Detroit, MI. Daystar Estates GP, LLC voluntarily transferred their interests and remained in the ownership until a general partner with significant holdings in Detroit could be found.

Brian McGeady was a managing partner of Miller-Valentine Group during this period. Mr. McGeady has since left Miller-Valentine Group and is now leading a new firm, MVAH Partners, an organization 100% focused on affordable housing.

The syndicator for Daystar Estates, Centerline Capital Group, and lender were both amenable and pleased with the results of the voluntary transfer of ownership interests. Daystar Estates GP, LLC met all of their obligations to the property and the partnership, did not default under the partnership agreement, and were not removed from the partnership. Miller-Valentine Group negotiated with its investor limited partner, Centerline Capital Group, to withdraw from the partnership. Centerline's approval was granted, and the transfer was completed on September 5, 2012.

This was Miller-Valentine's first effort to develop affordable housing in Michigan, and unfortunately the only award ever received in Detroit. As the property was completed and operational, it became apparent that critical synergies for the company's operation in this market were non-existent. Detroit is a unique market that requires a significant local presence to outperform the competition. This development encountered many unforeseen issues that required Miller-Valentine to provide additional resources in order to keep the development viable, while a long term strategy was implemented. The long term strategy was implemented with a focus on preserving the much needed affordable housing in the City of Detroit.

All of the parties who were involved with the Daystar Estates property met all of their obligations to the property and the partnership, did not default under the partnership agreement, and were not removed from the partnership.

An attached letter from Centerline Capital Group certifies the circumstances of this voluntary removal from the Daystar Estates general partnership and that all parties were able to come to an agreement on favorable terms. The letter is from 2012, prior to the completion of the transfer. Centerline Capital Group is no longer in operation, and the signor of this letter: Michael Riechman, is now a principal of MVAH Partners LLC. At the time the transfer was completed, Michael Riechman was not a member of Miller-Valentine Group or MVAH Partners LLC and Centerline Capital Group and Miller-Valentine or MVAH Partners LLC have never been entities that share an identity of interest or common ownership.
Mr. David R. Liette  
President  
Miller Valentine Group  
4334 Glendale-Milford Road  
Cincinnati, Ohio 45242

Dave

I wanted to take this opportunity to personally thank you and your team for their dedication in working with us on finding a long term solution for Daystar Estates. This project encountered many unforeseen issues that required your organization to provide additional resources well beyond your obligations in order to keep the project viable while we determined a feasible long term strategy. We now believe that we have a plan in place with MV selling their General Partner Interest and with a new management company we should preserve this much needed affordable housing in Detroit.

I look forward to working with MVG on new projects in the near future.

Regards,

Michael Riechman  
Senior Managing Director
The Reserve at Sulphur Springs Development Site includes a high voltage power line. No buildings or recreation areas will be within 100 feet of said high voltage overhead transmission line.
3 Applicant Eligibility Certification
The *Applicant Eligibility Certification(s)* is included behind this tab.

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

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)

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

The form must be executed by all individuals required to be listed on the organizational chart and also meeting the definition of Control under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan.

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

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. *No hard copy with original signatures is required, only a scanned copy within the final PDF file.*
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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 Contract 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 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 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been or are barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not 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 15 years preceding the Application submission.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party, at the time of Application, are not 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not represented 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the time frame provided by notice from the Department and at least 10 days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov’t Code §2306.6733, or a provision of Tex. Gov’t Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party will not allow previous Contracts or Commitments to be partially or fully de-obligated between the date of Application submission through the date of final allocation or award, due to a failure to meet contractual obligations.

Neither Applicant, Affiliate, nor any 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, Direct Loan Contract, or Determination Notice for a Development.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not 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, Affiliate nor any 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 Qualified Allocation Plan. Applicant understands that failure to disclose is grounds for termination.

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

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
Before me, a notary public, on this day personally appeared Brian McGeady, 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 28th day of February, 2020.

Notary Public Signature
By: ______________________________
Signature of Authorized Representative

Michael Riechman
Printed Name

Authorized Signer
Title

02/18/20
Date

THE STATE OF Ohio §

COUNTY OF Butler §

Before me, a notary public, on this day personally appeared Michael Riechman ____________, 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 28th day of February ____, 2020

(Seal)

JUSTIN P. GREGORY
Notary Public, State of Ohio
My Commission Expires 03-18-2023
Signature of Authorized Representative

Darren Smith
Printed Name

Authorized Signer
Title

02-17-2020
Date

THE STATE OF Texas
COUNTY OF Travis

Before me, a notary public, on this day personally appeared Darren Smith, 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 17th day of February, 2020

(Seal)

ISABELLE ATKINSON
Notary Public, State of Texas
Comm. Expires 03-22-2020
Notary ID 13082962-9

Notary Public Signature
4 Multifamily Direct Loan Certification

NOT APPLICABLE
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
5 Applicant Information Page
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Brian McGeady</td>
<td><strong>Phone:</strong> (513) 964-1141</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:brian.mcgeady@mvahpartners.com">brian.mcgeady@mvahpartners.com</a></td>
<td>(513) 964-1141</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 9100 Centre Pointe Drive, Suite 210</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Street: West Chester</td>
<td>City: Austin</td>
</tr>
<tr>
<td>State: OH</td>
<td>State: TX</td>
</tr>
<tr>
<td>Zip: 45069</td>
<td>Zip: 78702</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Justin Gregory</td>
<td><strong>Phone:</strong> (513) 964-1152</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:justin.gregory@mvahpartners.com">justin.gregory@mvahpartners.com</a></td>
<td>(724) 561-3196</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact <em>(if applicable)</em></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Sarah Andre</td>
<td><strong>Phone:</strong> (512) 698-3369</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
<td>(512) 698-3369</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1301 Chicon Street Suite 101</td>
<td></td>
</tr>
<tr>
<td>Street: 1301 Chicon Street</td>
<td>City: Austin</td>
</tr>
<tr>
<td>State: TX</td>
<td>State: TX</td>
</tr>
<tr>
<td>Zip: 78702</td>
<td>Zip: 78702</td>
</tr>
</tbody>
</table>
6a Competitive Housing Tax Credit Selection Self-Score
### Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.

#### Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total** 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income Levels of Residents</strong></td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td><strong>Rent Levels of Residents</strong></td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td><strong>Resident Services</strong></td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td><strong>Opportunity Index</strong></td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td><strong>Underserved Area</strong></td>
<td>§11.9(c)(5)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Residents with Special Housing Needs</strong></td>
<td>§11.9(c)(6)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Proximity to Job Areas</strong></td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Readiness to Proceed in Disaster Impacted Counties</strong></td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

**Serve and Support Texans Most in Need Total** 47

#### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Local Government Support</strong></td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td><strong>Commitment of Development Funding by Local Political Subdivision</strong></td>
<td>§11.9(d)(2)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Declared Disaster Area</strong></td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td><strong>Quantifiable Community Participation</strong></td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td><strong>Community Support from State Representative</strong></td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td><strong>Input from Community Organizations</strong></td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td><strong>Concerted Revitalization Plan</strong></td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total** 10

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Financial Feasibility</strong></td>
<td>§11.9(e)(1)</td>
<td>26</td>
</tr>
<tr>
<td><strong>Cost of Development per Square Foot</strong></td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td><strong>Pre-application Participation</strong></td>
<td>§11.9(e)(3)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Leveraging of Private, State, and Federal Resources</strong></td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Extended Affordability</strong></td>
<td>§11.9(e)(5)</td>
<td>4</td>
</tr>
<tr>
<td><strong>Historic Preservation</strong></td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Right of First Refusal</strong></td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Funding Request Amount</strong></td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
</tbody>
</table>

**Efficient Use of Limited Resources and Applicant Accountability Total** 47

| Point Deductions                      |               |                |

**Total Application Self Score** 121

2/21/2020
Multifamily Direct Loan Self-Score

NOT APPLICABLE
Site Info Form Part I
**Site Information Form Part I**

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Sulphur Springs</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>NWC League St. S. and Bell St.</td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>75482</td>
<td>Hopkins</td>
<td>Rural</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>No</th>
<th>Median Household Income:</th>
<th>38478</th>
<th>Quartile:</th>
<th>3q</th>
<th>Poverty Rate:</th>
<th>16</th>
</tr>
</thead>
<tbody>
<tr>
<td>48223950402</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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 resolution has been submitted behind Tab 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.

- [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 Development Site is not located in a county with a population that exceeds one million.

  - The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.

  - 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)]**

- [x] The Development Site is not located in a county with a population less than one million.

  - The site is located in a county with a population less than one million and is not contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.

  - The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

6. **One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]**

- [x] The Application is USDA or At-Risk, or is in a Rural Subregion.

  - The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:

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

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>Yes</th>
<th>Zoning Designation:</th>
<th>Multi-Family (MF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Zone Designation:</td>
<td>X</td>
<td>Entire Development Site is outside the 100 year floodplain.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

2/21/2020
Farmland Designation  (To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):

8. Site & Neighborhood Standards [New Construction Direct Loan only] [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]
Confirm the following supporting documents are provided behind this tab.

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

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X through X</td>
<td>2018</td>
</tr>
<tr>
<td>Barbara Bush Primary</td>
<td>K</td>
<td>3</td>
</tr>
<tr>
<td>Sulphur Springs Elementary</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>Sulphur Springs Middle</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Sulphur Springs High</td>
<td>9</td>
<td>12</td>
</tr>
</tbody>
</table>

Account for each year for each school.

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

☐ The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]

☐ The Application meets the following exception(s). Applicant is required to enter school rating information above, but no disclosure is required.

☐ Elderly Development
☐ Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
☐ Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
☐ The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

10. Waiver of Rules [10 TAC §11.207]
☐ Applicant requests waiver of rules.

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

☐ Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); 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.
Site Info Part I – Supporting Documents
Supporting Documentation for the Site Information Form Part I

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

Resolutions:
- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- 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 the Resolutions Delivery Date described in §11.2(b) of the QAP.

Zoning and Floodplain
- x Evidence of Zoning and/or Evidence of Re-Zoning Process
- x Evidence of Flood Zone Designation (FIRM or local government documentation)

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

Go to https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx and
- Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city and state.
- Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled "AOI" for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site
- Outline the Development Site, getting as much within the rectangle or triangle as possible.
- Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
- Select “View Rating”. You may need to scroll down to see it.
- In the upper right corner, select "Printable Version". Name it if you wish, scale to "Fit to page", printed sheet size "A landscape (11" x 8.5"). Make sure the box 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.

2/1/2020
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;
- 2019 TEA accountability information for each school;
- Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

NOTE that consideration for Developments within zones considered ineligible by 10 TAC §11.101(b)(1)(C) would only be achieved through the waiver process as outlined in 10 TAC §11.207, and that waiver must be submitted prior to submission of the pre-application (if one is submitted) or the full application. A Neighborhood Risk Factors Report is not acceptable for ineligibility.

Waiver of Rules
- The waiver request must establish how the need for the waiver was not within the control of the Applicant. Anyone seeking a waiver should include any and all materials they will rely upon to argue that waiver of ineligibility satisfies the waiver standard.
- 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.
Location Map

Reserve at Sulphur Springs

NWC League St S and Bell St
Sulphur Spring, Texas
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 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 September 25, 2019.
Reserve at Sulphur Springs

Census Tract Map

Texas Census Tracts

0.5 Miles

Site

Census Tract 48223950402

Reserve at Sulphur Springs

NWC League St S and Bell St

Sulphur Springs, Texas
February 18, 2020

Attn: David Greer
Re: Zoning for the 600 block of League St.

Mr. Greer,

The current zone designation for the property listed above is Multi-Family (MF).

Cordially,

Tory Niewiadomski
Director of Community Development
The National Flood Hazard Layer FIRMette

Legend

- **Without Base Flood Elevation (BFE)**
  - Zone A, A50
- **With BFE or Depth**
  - Zone AE, AO, AH, VE, AR
- **Regulatory Floodway**
- **0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile**
  - Zone X
- **Future Conditions 1% Annual Chance Flood Hazard**
  - Zone X
- **Area with Reduced Flood Risk due to Levee. See Notes.**
  - Zone X
- **Area with Flood Risk due to Levee**
  - Zone D
- **Area of Minimal Flood Hazard**
  - Zone X
- **Effective LOMRs**
- **Area of Undetermined Flood Hazard**
  - Zone D
- **Channel, Culvert, or Storm Sewer**
- **Levee, Dike, or Floodwall**
- **Cross Sections with 1% Annual Chance Water Surface Elevation**
- **Coastal Transect**
- **Base Flood Elevation Line (BFE)**
- **Limit of Study**
- **Jurisdiction Boundary**
- **Coastal Transect Baseline**
- **Profile Baseline**
- **Hydrographic Feature**
- **Digital Data Available**
- **No Digital Data Available**
- **Unmapped**

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

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/1/2020 at 3:38:00 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
Students living at The Reserve at Sulphur Springs will attend Barbara Bush Primary School.
Sulphur Springs ISD has one elementary, one middle school and one high school. All students attend Sulphur Springs Elementary, Sulphur Springs Middle and Sulphur Springs High.
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

**BARBARA BUSH PRI (112901102) - SULPHUR SPRINGS ISD**

This campus is paired with SULPHUR SPRINGS ISD (112901)

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
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<tr>
<td><strong>Student Achievement</strong></td>
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<td>STAAR Performance</td>
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<tr>
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<td>Graduation Rate</td>
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<tr>
<td><strong>School Progress</strong></td>
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<tr>
<td>Academic Growth</td>
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<td>Relative Performance <em>(Eco Dis: 72.6%)</em></td>
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</tr>
<tr>
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</table>

Texas Education Agency | Governance and Accountability | Performance Reporting

Updated November 2019
Texas Education Agency
2019 Accountability Ratings Overall Summary
SULPHUR SPRINGS EL (112901108) - SULPHUR SPRINGS ISD

Accountability Rating Summary

<table>
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<tr>
<th>Component</th>
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</table>

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
### Texas Education Agency
#### 2018 Accountability Ratings Overall Summary
**SULPHUR SPRINGS EL (112901108) - SULPHUR SPRINGS ISD**

<table>
<thead>
<tr>
<th>Component</th>
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<td>College, Career and Military Readiness Graduation Rate</td>
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<tr>
<td>Comparative Academic Growth</td>
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<td>Postsecondary Readiness</td>
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# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

### SULPHUR SPRINGS MIDDLE (112901041) - SULPHUR SPRINGS ISD

### Accountability Rating Summary

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### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

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Texas Education Agency
2018 Accountability Ratings Overall Summary
SULPHUR SPRINGS MIDDLE (112901041) - SULPHUR SPRINGS ISD

<table>
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<th>Component</th>
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<td>Met Standard</td>
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<td>82</td>
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</tr>
<tr>
<td>College, Career and Military Readiness</td>
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<td>Graduation Rate</td>
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Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
## Texas Education Agency
### 2019 Accountability Ratings Overall Summary
#### SULPHUR SPRINGS H S (112901002) - SULPHUR SPRINGS ISD

### Accountability Rating Summary

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<tr>
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<td>STAAR Performance</td>
<td>48</td>
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### Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

### Distinction Designations

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<thead>
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<td>Science</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
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</tr>
<tr>
<td>Postsecondary Readiness</td>
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<tr>
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# 2018 Accountability Ratings Overall Summary

SULPHUR SPRINGS H S (112901002) - SULPHUR SPRINGS ISD

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<tr>
<td>STAAR Performance</td>
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<td>77</td>
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<td>College, Career and Military Readiness</td>
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<td>84</td>
<td>Met Standard</td>
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## Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Earned
9 Site Info Form Part II
### Site Information Form Part II

**Self Score Total:** 121

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

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

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

   - The census tract has a median household income in the third quartile within the region, **and** is contiguous to a census tract in the first or second quartile without physical barriers such as (but not limited to) highways or rivers between, **and** the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>48223950300</th>
<th>Contiguous Tract Quartile</th>
<th>1st</th>
</tr>
</thead>
</table>

- 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.

<table>
<thead>
<tr>
<th>full service grocery store (1 point)(4 miles)</th>
<th>public park w/playground (1 point)(4 miles)</th>
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</thead>
<tbody>
<tr>
<td>pharmacy (1 point)(4 miles)</td>
<td>university or community college (1 point)(15 miles)</td>
</tr>
<tr>
<td>health-related facility (1 point)(4 miles)</td>
<td>census tract with ≥27% associate degrees adults ≥25 (1 point)</td>
</tr>
<tr>
<td>licensed center serving children (1 point)(4 miles)</td>
<td>outdoor recreation facility available to public (1 point)</td>
</tr>
<tr>
<td>census tract with crime rate of ≤26 per 1k persons (1 point)</td>
<td>delivered meals service (1 point)</td>
</tr>
<tr>
<td>public library (1 point)(4 miles)</td>
<td>A or B-rated public school (1 point)</td>
</tr>
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</table>

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

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

**Total Points Claimed:** 7

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

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

- Wholly or partially within a Colonia (2 points);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- Entirely within the boundaries of an Economically Distressed Area (1 point);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points);

- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

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

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

- Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

- An At-risk or USDA Development placed in service 25 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)

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<thead>
<tr>
<th>Application is seeking points for Underserved Area.</th>
<th>Total Points Claimed:</th>
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</table>

3. **Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

A. **Proximity to the Urban Core**

- Application is not in the At-Risk Set-Aside; AND

- Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) OR

- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)

OR

B. **Proximity to Jobs (select one)**

- Application is not in the At-Risk or USDA Set-Aside; AND

- The Development is located within 1 mile of 16,500 jobs. (6 points)

- The Development is located within 1 mile of 13,500 jobs. (5 points)

- The Development is located within 1 mile of 10,500 jobs. (4 points)

- The Development is located within 1 mile of 7,500 jobs. (3 points)

- The Development is located within 1 mile of 4,500 jobs. (2 points)

- The Development is located within 1 mile of 2,000 jobs. (1 point)

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<tr>
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<th>Total Points Claimed:</th>
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</thead>
<tbody>
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4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

- Region: 4 Rural

- Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)

- 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 is included behind Tab 10.

<table>
<thead>
<tr>
<th>Application is seeking points for Concerted Revitalization.</th>
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5. **Declared Disaster Area (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). (10 points)

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<th>Application is seeking points for Declared Disaster Area.</th>
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</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>10</td>
</tr>
</tbody>
</table>

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: (5 points)

  - Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019.

  - Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.

  - 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, 2020.

  - 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, 2020.

  - Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

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

**Opportunity Index (Competitive HTC and Direct Loan Only)**
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
  NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization's service activity in the community.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups [http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2019, including the computation used to determine the crime rate [https://www.neighborhoodscout.com](https://www.neighborhoodscout.com)
- Print-out from THECB website confirming accreditation of university or community college [http://www.txhigherereddata.org/Interactive/Institutions.cfm](http://www.txhigherereddata.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)**

**n/a**

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

**n/a**

- Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and
- Map showing development site boundaries, relative to EDA boundaries.

**For other items:**
Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Report posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application)
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

**n/a**

**Proximity to Job Areas (Competitive HTC Only)**

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

OR

Proximity to Jobs

2/1/2020
US Census’ OnTheMap report, the 2017 data set, indicating date data was retrieved is as of October 1 but before Pre-Application Final Delivery Date. (See the 2020 Application Manual for directions)
Concerted Revitalization Plan (Competitive HTC Only)

CRP Packet, including backup documentation for amenities is inserted behind this tab.

Declared Disaster Area: (Competitive HTC Only)

x The county in which the Development Site is located is listed on the 2020 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

x 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 (Competitive HTC Only)

n/a Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance at some point since December 1, 2016 (only required if county is not included on the list and Applicant believes it should be).

Certification regarding closing deadline

Acknowledgement(s) of closing deadline from lenders and syndicator

Certification regarding construction contract signing deadline

Evidence that appropriate zoning will be in place at award (July 23, 2020).

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.
Census Tract Map

Reserve at Sulphur Springs

NWC League St S and Bell St
Sulphur Springs, Texas
Reserve at Sulphur Springs is 0.50 miles from a Q1 census tract.
Tract Boundary Image #1 - Arbala Road north of Rock Creek Parkway; no barriers
Tract Boundary Image #2 - Industrial Drive just past Hillcrest Drive South; no barriers
Tract Boundary Image #3 - Texas Highway 313/Main Street near Lovers Lane; no barriers
Tract Boundary Image #4 - Texas Highway 11/Houston Street at County Road 4703; no barriers
Tract Boundary Image #5 - Texas Highway 19/Hillcrest Drive N crossing over railroad tracks with no barriers
Community Assets

Reserve at Sulphur Springs

NWC League St S and Bell St
Sulphur Springs, Texas

PROPERTY CRIME RATE: 13.30/1000
ASSOCIATES DEGREE: 28.09%

- CHRISTUS Mother Frances Hospital - 2.36 mi
- Sulphur Springs Public Library - 1.43 mi
- Sulphur Springs Senior Center - 1.01 mi
- CVS - 0.92 mi
- Buford Park - 0.81 mi
- Brookshires - 0.76 mi
- Sulphur Springs High - 0.95 mi
- Coleman Park - 0.35 mi
- Little Acorn School - 0.49 mi

Grocery: Brookshire's
Pharmacy: CVS
Health: CHRISTUS Mother Frances Hospital
Childcare: Little Acorn School
Property Crime: 13.30/1000
Library: Sulphur Springs Public Library
Public Park: Coleman Park
University: Paris Junior College
 Associates: 28.09%
Outdoor Rec: Buford Park
Meals Service: Sulphur Springs Senior Center
Rated School: Sulphur Springs High
### General Store Information

#### Hours of Operation

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>7:00 am - 10:00 pm</td>
</tr>
<tr>
<td>Monday</td>
<td>7:00 am - 10:00 pm</td>
</tr>
<tr>
<td>Tuesday</td>
<td>7:00 am - 10:00 pm</td>
</tr>
<tr>
<td>Wednesday</td>
<td>7:00 am - 10:00 pm</td>
</tr>
<tr>
<td>Thursday</td>
<td>7:00 am - 10:00 pm</td>
</tr>
<tr>
<td>Friday</td>
<td>7:00 am - 10:00 pm</td>
</tr>
<tr>
<td>Saturday</td>
<td>7:00 am - 10:00 pm</td>
</tr>
</tbody>
</table>

#### Contact Information

- **Primary**: (903) 885-4921
- **Fax**: (903) 439-0881

#### Amenities

- Online Ordering
- Deli
- Beer
- Seafood
- Pickup
- Pharmacy
- Fresh Cut Meat
- Wine
- Bakery
- Floral
- Gas Station
CVS Pharmacy at 1101 Gilmer Street Sulphur Springs, TX 75482

903-885-0546  Store #7439

Store & Photo Hours
New Year's Eve Hours 8:00 AM to 9:00 PM
New Year's Day Hours 8:00 AM to 9:00 PM
Monday through Friday 8:00 AM to 9:00 PM
OPEN
Saturday 8:00 AM to 9:00 PM
Sunday 8:00 AM to 9:00 PM

Pharmacy Hours
New Year's Eve Hours 8:00 AM to 9:00 PM
New Year's Day Hours 10:00 AM to 6:00 PM
Monday through Friday 8:00 AM to 9:00 PM
OPEN
Saturday 9:00 AM to 6:00 PM
Sunday 10:00 AM to 6:00 PM

What services does this CVS offer?
Drive-Thru Pharmacy
Photo
Accepts SNAP
Pharmacy
Emergency Medicine and Trauma

Whether you have a broken arm or a serious injury, our emergency medicine physicians evaluate and assess your situation ensuring the highest quality of treatment and care.

Our Approach

CHRISTUS Trinity Mother Frances Emergency Services treat more than 100,000 patients each year in our Emergency Care Centers located throughout East Texas, many of whom are categorized as designated trauma centers. Patients benefit from state-of-the-art facilities and highly-trained medical specialists who staff the CHRISTUS Trinity Mother Frances Emergency Care Centers 24 hours each day:

- Level II Trauma Center
- Trauma surgeons on call 24/7

Chest Pain Center

In 2017, the CHRISTUS Mother Frances Hospital – Tyler Chest Pain Center became an accredited full Chest Pain Center with Primary PCI with Resuscitation Accreditation from the Society of Cardiovascular Patient Care. The creation of this specialized area within the Emergency Care Center dedicated solely to cardiac care reflects the organization's ongoing commitment to cardiac services. Located only steps away from the cardiac cath lab in the Ornelas Tower, the Chest Pain Center provides the latest in bedside patient monitoring equipment and includes 24-hour access to cardiac specialists.

Heart attacks are the leading cause of death in the United States, with 600,000 people dying annually of heart disease. More than five million Americans visit hospitals each year with chest pain.

The Rapid Assessment Program
The Rapid Assessment Program

The Rapid Assessment program expedites care for non-urgent patients in the emergency room. Rapid assessment patients are treated by a designated staff in a separate area of the Emergency Care Center. This area is staffed by advanced practice clinicians and registered nurses.

Flight for Life

Flight For Life is a critical care air medical transport service that provides helicopter transportation for patients needing critical care service within a 350-mile radius from Tyler, Texas. We serve over 120,000 square miles of Northeast Texas, Western Louisiana, and Southern Oklahoma, and transport over 1,500 patients each year. When needed, local law enforcement also enlists our aid during search missions.

Stroke Center Services

Currently certified by the Joint Commission as an Advanced Primary Stroke Center, the highly trained and specialized Stroke Team meets the patient at the Emergency Room door to ensure rapid, efficient care while promoting quality. This team comprises the Stroke Program Coordinator, Neurology-trained ICU nurses, Neuro-hospitalists, Neurologists, Neuro-interventional Radiologists, Neurosurgeons, Emergency Physicians, Nurses and support staff. Additionally, the Stroke Center of Excellence at Trinity Mother Frances provides leading edge imaging capabilities to stroke patients that encompass state of the art CT, MRI, Angiography and other technology that enables the Stroke Team to assess and treat patients rapidly, thus saving additional patient lives.

Level II Trauma Center

- Jacksonville
- Winnsboro
- Sulphur Springs
- South Tyler
Child Care Search Result Details

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

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>1025088</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Little Acorn School</td>
</tr>
</tbody>
</table>
| Location Address:       | 614 TEXAS ST
                       | SULPHUR SPRINGS, TX 75482 |
| Mailing Address:        | 614 TEXAS ST
                       | SULPHUR SPRINGS, TX 75482 |
| Phone Number:           | 903-885-5839 |
| County:                 | HOPKINS |
| Website Address:        | www.wesleysst.org |
| Email Address:          | angiechester28@yahoo.com |
| Administrator/Director Name: | Angie Wilson |
| Type of Issuance:       | Full Permit |
| Issuance Date:          | 1/4/2010 |
| Permit Renewal Due By Date: | 1/4/2022 |
| Conditions on Permit:   | Yes |
| Accepts Child-Care Subsidies: | Yes |
| Hours of Operation:     | 07:30 AM-05:30 PM |
| Days of Operation:      | Monday - Friday |
| Total Capacity:         | 138 |
| Licensed to Serve Ages: | Infant, Toddler, Pre-Kindergarten, School |
| Total Capacity:         | 138 |
| Number Of Admin Penalties: | 0 |
| Corrective Action:      | No |
| Adverse Action:         | No |
| Temporarily Closed:     | No |

Five Year Inspection Summary
- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes are inspected at least once every two years, Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.

- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.
In the last five years, Licensing conducted the following:

- 10 - Inspections
- 0 - Assessments
- 1 - Self Reported Incidents
- 0 - Reports

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

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

Five Year Compliance Summary
- During the last five years, 3572 standards were evaluated for compliance at this operation.

- Of the standards evaluated 1 deficiency was cited.

Click on the number of deficiencies to see additional details.

- Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

- The weights of the standard deficiencies cited in the past five years are as follows:
  0 were weighted as High
  1 was weighted as Medium - High
  0 were weighted as Medium
  0 were weighted as Medium - Low
  0 were weighted as Low

Click on the weight to see additional details about each deficiency.
SULPHUR SPRINGS, TX (CITY CENTER) CRIME

67 Vital Statistics. 2 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

72

(100 is safer)

Safer than 72% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>4</td>
<td>36</td>
<td>40</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>1.48</td>
<td>13.30</td>
<td>14.77</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

71

(100 is safer)

Safer than 71% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th></th>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Center</td>
<td>1.42</td>
<td>1.81</td>
<td>4.32</td>
<td>4.56</td>
</tr>
<tr>
<td>Sulphur Springs</td>
<td>1.81</td>
<td>3.12</td>
<td>6.53</td>
<td>6.82</td>
</tr>
<tr>
<td>National Median</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 677  1 IN 553  1 IN 228
Welcome to The Sulphur Springs Public Library!

Search the Library Catalog

LIBRARY HOURS
Monday-Friday: 9AM-6PM
Thursday: 11AM-8PM
Saturday: 9AM-1PM
Sunday: Closed

LOCATION
611 N. Davis St.
Sulphur Springs, TX 75482
(903) 885-4926
www.ssslibrary.org

Pronunciator offers five possible levels of instruction for each language, covering vocabulary, verbs, simple sentences, and conversation. One level, specifically for tourists and business travelers, teaches 1,500 essential phrases covering everyday situations. Each course also has up to 350 hours of audio lessons, which patrons can download to a portable device, or burn to CD. Appropriate for children as well as adults, Pronunciator is designed to meet the language-learning needs of the entire community.

TexasLawHelp.org
Helping low-income individuals solve legal problems
Coleman Park offers numerous facilities and activity areas for our community and the general public. Your journey through the park begins on a concrete 2.5 mile walking trail which circles the lake, takes you past two breathtaking waterfalls, over three bridges, through a tunnel, and finally connects you to the soccer and baseball fields. The park has numerous recreational and sporting facilities, consisting of 7 soccer fields, 3 baseball fields, 3 softball fields, 2 tennis courts, a Disc Golf Course, a fishing pier, several picnic areas (equipped with charcoal grills and tables), a playground area, a 1/3 mile nature trail, and 2 concession stands located in the soccer and baseball areas.

The generous donation of land by John, Wayne, and Diana Lanier, along with 166 acres of city-owned land, made the Coleman project a possibility. The park, composed of approximately 186 acres, is located right off of Interstate-30 within the city limits. Events at Coleman Park include:
The PJC — Sulphur Springs Center is located at 1137 Loop 301 East in Sulphur Springs.

A wide variety of technical, workforce and academic courses are offered, both days and evenings, at this center that prepare students for the workforce and lead to an associate's degree.

Courses in computer information systems, welding, office technology and drafting and 3D printing are available, plus all the supporting learning skills and academic classes. Students can complete all the requirements for associate degrees and certificates at the Sulphur Springs Center.

Financial aid and academic advising are available to aid students in making their educational decisions.

Continuing education programs in health, business occupations and other topics are available to residents of the community. The Sulphur Springs Center also offers free GED preparation courses.

Contact

1137 Loop 301 East
P.O. Box 191
Sulphur Springs, Texas 75483

Phone: 903.885.1232
FAX: 903.439.6155

Send An Email
Paris Junior College Divisions

ACADEMIC INSTRUCTION
Vice President: Vacant .............................................. 903.782.0338
Dean of Arts, Humanities, and Public Service ...................... 903.782.0338
Area of Emphasis:
  Arts .................................................. AA
  Criminal Justice .................................. AS, AAS
  Drama ............................................ AA
  Education ........................................ AA
  English ........................................... AA
  Spanish ........................................... AA
  Journalism ..................................... AA
  Kinesiology ...................................... AS
  Music ............................................ AA
  Public Health ................................... AS
  Sociology ....................................... AA
  Speech ........................................... AA
  Sports and Recreation Management ......................... AS

LIBRARY
Director: Joe Jackson ............................................. 903.782.0215
Dean of Math & Sciences .................................... 903.782.0338
Area of Emphasis:
  Accounting / Business Administration .................. AS
  Biology .......................................... AS
  Chemistry ....................................... AS
  Engineering ...................................... AS
  Geology .......................................... AS
  Government ...................................... AA
  History .......................................... AA
  Mathematics ..................................... AS
  Physics .......................................... AS
  Psychology ....................................... AA

WORKFORCE DEVELOPMENT
Vice President: John Spradling ................................ 903.782.0381
Dean of Health Sciences: Dr. Gregory Ferenchak .......... 903.782.0737
Areas of Emphasis:
  Allied Health ..................................... AS
  Emergency Medical Services ......................... AAS, C
  Medical Records Coding ............................ C
**Radiology Technology** ........................................... AAS  
**Surgical Technology** .......................... AAS, C  

**Director of Nursing:** Stephanie Parker .......................... 903.782.0734  
**Areas of Emphasis:**  
Associate Degree Nursing ........................................ AAS  
Enhanced Nurse Aide .............................................. C  
Vocational Nursing .................................................. C  

**Dean of Business and Industry**  
**Areas of Emphasis:**  
Air Conditioning & Refrigeration .................................. AAS, C  
Agriculture ............................................................ AS  
Business Management ............................................ AAS, C  
Computer Aided Design .......................................... AAS, C  
Computer Science ................................................ C  
Cosmetology .......................................................... C  
Electrician .............................................................. C  
Gemology ................................................................. C  
Horology ................................................................. AAS, C  
Jewelry ................................................................. AAS, C  
Jewelry CAD/CAM .................................................. C  
Machining .............................................................. CE  
Mechatronics .......................................................... AAS, C  
Medical Office Management & Billing .......................... C  
Networking ............................................................. C  
Office Accounting ................................................... C  
Office Technology .................................................. AAS, C  
Welding ................................................................. AAS, C  

**STUDENT SERVICES**  
**Vice President:** Sheila Reece ........................................... 903.782.0211  
**Areas of Emphasis:**  
Admissions ......................................................... 903.782.0425  
Advising & Counseling ........................................... 903.782.0426  
Financial Aid ....................................................... 903.782.0429  
Housing ............................................................... 903.782.0433  
Recruitment ......................................................... 903.782.0425  
Records ................................................................. 903.782.0212  
Special Populations ................................................. 903.782.0430  
Student Life/Student Activities ................................ 903.782.0433  
Testing Center ...................................................... 903.782.0446  
TRIO Programs  
  Educational Opportunity Center .......................... 903.782.0353  
  Educational Talent Search ............................... 903.782.0350
Educational Attainment Data (§11.9(c)(5) of the 2020 Qualified Allocation Plan)

The educational attainment for the population 25 years and over data is from table S1501 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/hofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
</tr>
</thead>
<tbody>
<tr>
<td>48223950100</td>
<td>Census Tract 9501, Hopkins County, Texas</td>
<td>2092</td>
<td>485</td>
<td>23.18%</td>
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<tr>
<td>48223950200</td>
<td>Census Tract 9502, Hopkins County, Texas</td>
<td>3164</td>
<td>893</td>
<td>28.22%</td>
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<tr>
<td>48223950300</td>
<td>Census Tract 9503, Hopkins County, Texas</td>
<td>3853</td>
<td>975</td>
<td>25.30%</td>
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<tr>
<td>48223950401</td>
<td>Census Tract 9504.01, Hopkins County, Texas</td>
<td>2765</td>
<td>687</td>
<td>24.85%</td>
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<tr>
<td><strong>48223950402</strong></td>
<td>Census Tract 9504.02, Hopkins County, Texas</td>
<td><strong>2524</strong></td>
<td><strong>709</strong></td>
<td><strong>28.09%</strong></td>
</tr>
<tr>
<td>48223950500</td>
<td>Census Tract 9505, Hopkins County, Texas</td>
<td>1790</td>
<td>281</td>
<td>15.70%</td>
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<tr>
<td>48223950600</td>
<td>Census Tract 9506, Hopkins County, Texas</td>
<td>2568</td>
<td>558</td>
<td>21.73%</td>
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<tr>
<td>48223950700</td>
<td>Census Tract 9507, Hopkins County, Texas</td>
<td>3117</td>
<td>493</td>
<td>15.82%</td>
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<tr>
<td>48223950800</td>
<td>Census Tract 9508, Hopkins County, Texas</td>
<td>2110</td>
<td>501</td>
<td>23.74%</td>
</tr>
<tr>
<td>48225950100</td>
<td>Census Tract 9501, Houston County, Texas</td>
<td>3817</td>
<td>937</td>
<td>24.55%</td>
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<tr>
<td>48225950200</td>
<td>Census Tract 9502, Houston County, Texas</td>
<td>888</td>
<td>255</td>
<td>28.72%</td>
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<tr>
<td>48225950300</td>
<td>Census Tract 9503, Houston County, Texas</td>
<td>2059</td>
<td>464</td>
<td>22.54%</td>
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<tr>
<td>48225950400</td>
<td>Census Tract 9504, Houston County, Texas</td>
<td>1676</td>
<td>313</td>
<td>18.68%</td>
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<tr>
<td>48225950500</td>
<td>Census Tract 9505, Houston County, Texas</td>
<td>3037</td>
<td>870</td>
<td>28.65%</td>
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<tr>
<td>48225950600</td>
<td>Census Tract 9506, Houston County, Texas</td>
<td>886</td>
<td>116</td>
<td>13.09%</td>
</tr>
<tr>
<td>48225950700</td>
<td>Census Tract 9507, Houston County, Texas</td>
<td>4284</td>
<td>745</td>
<td>17.39%</td>
</tr>
<tr>
<td>48227950100</td>
<td>Census Tract 9501, Howard County, Texas</td>
<td>1673</td>
<td>278</td>
<td>16.62%</td>
</tr>
</tbody>
</table>
About Community Players, Inc.

It has been our pleasure to provide entertainment to Sulphur Springs and the surrounding areas for 40 years! In addition to our primary mission of furthering the Arts, we strive to provide opportunities to aspiring actors and actresses, as well as persons interested in the “behind the scenes” workings of theatre. There is no cost to be in our productions (except nominal fees for workshops) and newcomers are encouraged to try out!

We also bring opportunity and fun to the children of Sulphur Springs and the surrounding area by offering a “Children’s Workshop” during the summer season. This has been a very successful endeavor that allows our children the chance to see what happens throughout the production of a play from start to finish, as well as give them the opportunity to perform or control the backstage elements of a performance.

Should you be interested in learning more about our programs and opportunities, please drop us a line and we will make every effort to satisfy any questions and/or comments you may have.

Our Board

Lyndie Mansfield
President

David Woody
VP Production

Lloyd Torney
Publicity/Historian

Cecilia Toenniges
VP House

Cameron McGraw
Publicity/Historian

Jeanie Perkins
VP Membership

Barbara Grubbs
Secretary

Joe McCorkle
Treasurer

Past Shows
FOR RESERVATIONS
CALL 903.885.0107
or click the button below

BUY TICKETS NOW
Buford Park, Sulphur Springs Old City Park, is located at the west end of Connally Street, opposite the Hopkins County Courthouse. A one-acre castle playground built in 1997, known as Kids Kingdom, is one of the main features of these wooded grounds. This recreational area also includes lighted baseball fields, walking/jogging trails, gazebos, pavilion, Peavine Pinion pond with a lighted boardwalk, a skateboard park and basketball court. In 2009, the park became home to the World Champion Hopkins County Stew Contest.
**Sulphur Springs Senior Center**

Karon Weatherman,  
Program &  
Marketing Director  
Cell Phone Number  
(903) 243-3255  

Find Us on Facebook:  
Sulphur Springs Senior Citizen’s Center  

Karon Weatherman  
150 Martin Luther King Blvd  
Sulphur Springs, Texas  
75482  
(903) 885-1661  
MealADay@yahoo.com

---

**Meal A Day Menu**

**December 9th – December 13th**

**Monday**  
Broccoli Chicken Divan  
Rice  
Pickled Beets  
Corn  

**Tuesday**  
Beef Stroganoff  
English Peas  
Garlic Toast  

**Wednesday**  
Sliced Ham  
Mashed Potatoes  
Green Beans  
Roll  

**Thursday**  
Chili Cheese Dogs  
Cole Slaw  
Fritos  

**Friday**  
Hopkins County Stew  
Cheese Cubes  
Crackers  
Tossed Salad  

---

**Meal A Day Menu**

**December 16th – December 20th**

**Monday**  
Vegetables Beef Soup  
Crackers  
Cheese Cubes  

**Tuesday**  
Broccoli and Ham Quiche  
Sliced Tomatoes  
Cottage Cheese  

**Wednesday**  
Beef Patties  
Macaroni and Cheese  
California Blend Vegetables  
Roll  

**Thursday**  
Chicken Fried Chicken  
Mashed Potatoes  
Green Beans  
Roll  

**Friday**  
BBQ Wieners  
Baked Beans  
Cole Slaw  
Roll  

Served: Monday – Friday
MEAL A DAY

Cooking with Love
Five Days a Week

Serving the Senior Citizens of Sulphur Springs

Volunteer Cooks and Drivers
Cook and Deliver Food to Senior Shuttles
Monday - Friday

Meal A Day is funded through donations and the $2.00 cost of each meal

Sulphur Springs Senior Citizens Center
150 Martin Luther King Blvd
Sulphur Springs, Texas 75482
(903) 885-1661

College Street Burgers and Fries made another wonderful donation to Meal A Day on Wednesday, May 4th
$2,255.00

Thank you for supporting such a great place who cares about our Community.

Some of the Meal-a-day volunteers on Thursday

Gloria Bergeron
2016, RSVP Volunteer of the Year

Phone: (903) 885-1661   email: mealaday@yahoo.com   address: 150 Martin Luther King Jr Blvd Sulphur Springs, Texas 75482
Texas Education Agency
2019 Accountability Ratings Overall Summary
SULPHUR SPRINGS H S (112901002) - SULPHUR SPRINGS ISD

<table>
<thead>
<tr>
<th>Accountability Rating Summary</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>82</td>
<td>B</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>48</td>
<td>76</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>68</td>
<td>92</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>96.6</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>84</td>
<td>B</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>58</td>
<td>63</td>
<td>D</td>
</tr>
<tr>
<td>Relative Performance (Eco Dish: 52.7%)</td>
<td>58</td>
<td>84</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>51</td>
<td>75</td>
<td>C</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement
This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

- ELA/Reading: Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Site Info 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>5.43</td>
<td>5.43</td>
<td>na</td>
<td>5.43</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: 5.43  Feasibility Report Engineer’s Plan: 5.43

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

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

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

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

- **Entity Name**: Mahealani Ranch
- **Contact Name**: Barbara Ann K. Nobriga Sr.
- **Address**: P O BOX 620

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kealakekua</td>
<td>HI</td>
<td>96750</td>
<td>11/28/2007</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></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- [x] Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
- **Expiration of Contract or Option:** 10/13/2020  **Anticipated Closing Date:** 10/13/2020
- [ ] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [ ] The Property has the following encumbrance(s):
If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:

3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**
   - Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:
     - Evidence of an easement, leasehold, or similar documented access; and
     - Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. **Re-platting or Vacating Requirement [10 TAC §11.204(10)(E)]**
   - Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included.

5. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**
   - Development qualifies for the boost for:
     - Qualified Census tract that has less than 20% HTC Units per household
     - New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*
       - Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
     - Development is located in a Small Area Difficult Development Area (SADDA)
     - Rural Development **(Competitive HTC only)**
     - Development is entirely Supportive Housing **(Competitive HTC Only)**
     - Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan **(Competitive HTC only)**
     - Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. **(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: __________________
Site Info Part III – Supporting Documents
<table>
<thead>
<tr>
<th><strong>Support Documentation from Site Information Part III Should be Included Behind this Tab.</strong></th>
</tr>
</thead>
</table>

**Site Control Documentation**

- Evidence of Site Control as described in 10 TAC §11.204(10)
  - Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
- Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
- Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
- If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.

**Ingress/Egress and Easements**

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

**Re-platting or Vacating Requirement**

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

**Title Commitment or Policy**

- Documentation required by 10 TAC §11.204(12) is included.

**Increase in Eligible Basis (30% Boost)**

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

List of Opportunity Zones can be found at:

June 25, 2020

Shannon Roth
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: shannon.roth@tdhca.state.tx.us

Re: Reserve at Sulphur Springs, Sulphur Springs, Application # 20016

Dear Ms. Roth:

Please see the following responses and associated attachments regarding the deficiency for HTC application #20016 Reserve at Sulphur Springs, dated June 23, 2020. The attachment includes missing documentation and evidence where applicable.

1. Site Control: Submit a timeline regarding site control and closing. Provide any additional fees if paid.

The following timeline provides the milestones for site control. I have also attached the receipt for the first progress payment made May 11, 2020.

<table>
<thead>
<tr>
<th>PSA Effective Date</th>
<th>11-13-19</th>
<th>specified in contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Date</td>
<td>11-23-19</td>
<td>10 days after Effective Date</td>
</tr>
<tr>
<td>Inspection Period</td>
<td>05-11-20</td>
<td>180 days after Effective Date</td>
</tr>
<tr>
<td>Extension Period 1</td>
<td>08-09-20</td>
<td>90 days after Inspection Period $2,500 due</td>
</tr>
<tr>
<td>Extension Period 2</td>
<td>11-07-20</td>
<td>90 days after Extension Period 1 ends $2,500 due</td>
</tr>
<tr>
<td>Inspection Period Ends (with both Extensions)</td>
<td>11-07-20</td>
<td></td>
</tr>
<tr>
<td>Closing Date</td>
<td>12-07-20</td>
<td>30 days after the expiration of the Inspection Period</td>
</tr>
<tr>
<td>Closing Extension 1</td>
<td>02-05-21</td>
<td>60 day closing extension 1, $5,000 due</td>
</tr>
<tr>
<td>Closing Extension 1</td>
<td>04-06-21</td>
<td>60 day closing extension 2, $5,000 due</td>
</tr>
<tr>
<td>Final Closing</td>
<td>04-06-21</td>
<td></td>
</tr>
</tbody>
</table>

2. Site Plan: Identify which accessible parking spaces are van accessible.

See the attached site plan with accessible parking spaces designated.

3. Identify where the common area space on this site plan matches the Architect’s Certification.

The common area square footage is highlighted on the attached area summary from the Application I added my scratch notes that I used to confirm that the highlighted numbers total 23,199 square feet.
4. **Financing**: Confirm the interest rate for both the construction and permanent loan. Confirm that the rates in the letter from PNC matches with those on the Summary of Sources and Uses Form.

See the attached correct PNC letter that is consistent with the interest rates on the Sources and Uses form.

5. **Organization Chart and List of Organizations and Principals**: Review Org Box 1 and confirm whether or not MVAH Reserve at Sulphur Springs, LLC has been formed. Looking at the org chart is looked like it was formed in 2019; however Tab 38 org box 1 says to be formed.

See the attached correct Owner Organizational Chart.

Thank you for your review. Please let us know if you have any further questions or require further documentation by contacting me at (512)-473-2527 or at sallie@structuretexas.com

Sincerely,

Sallie Burchett, AICP
Consultant to the Project
May 11, 2020

VIA EMAIL

Chicago Title Company
14755 Preston Road, Ste 600
Dallas, TX 75254
Attn: Jackye Mees

Re: Purchase and Sale Agreement effective November 13, 2019 (“Agreement”) by and between MVAH HOLDING LLC, a Georgia limited liability company; (“Purchaser”) and Mahealani Ranch, (the “Seller”).

Dear Jackye,

Per Section 5.2 of the Purchase and Sale Agreement, Purchaser is exercising the right to extend the Inspection Period for ninety (90) days. The new Inspection Period will expire on August 9, 2020.

Also, a wire in the amount of $2,500 representing the first “Extension Fee” was sent to the Title Company to be held in escrow.

Please do not hesitate to contact me with any questions that you may have regarding this matter at 513-964-1168

Sincerely,

Laura McManus
MVAH Partners LLC
ESCROW RECEIPT


GF# 8000551900069

Title Company:
Chicago Title
Coats Rose, PC, Fee office for Chicago Title

Address:
14755 Preston Road, Suite 600
Dallas, Texas 75254

By: [Signature]
Jackye Mees, Escrow Officer
jmees@coatsrose.com
(972) 419-4760

EXTENSION FEE RECEIPT

Title company acknowledges receipt of the Extension Fee in the amount of $2,500.00 in the form of a wire on May 11, 2020.

GF# 8000551900069

Title Company:
Chicago Title
Coats Rose, PC, Fee office for Chicago Title

Address:
14755 Preston Road, Suite 600
Dallas, Texas 75254

By: [Signature]
Jackye Mees, Escrow Officer
jmees@coatsrose.com
(972) 419-4760
ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This Assignment and Assumption of Purchase and Sale Agreement (hereinafter “Purchase Agreement”) is made and entered into this 27th day of February, 2020, by and between MVAH Holding LLC, a Georgia limited liability company ("Assignor"), and Reserve at Sulphur Springs LLC, a Texas limited liability company ("Assignee").

WITNESSETH:

WHEREAS, the Assignor desires to assign all of its rights under the Purchase Agreement to Assignee and Assignee desires to assume all of Assignor's rights under the Purchase Agreement, and such Assignment is permitted pursuant to Section 13 of the Purchase Agreement.

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

1. Assignor does hereby transfer, assign and convey to Assignee all of Assignor's right, title and interest in, to and under the Purchase Agreement for the purchase and sale of said Real Property, subject however, to all of the terms, conditions, reservations, and limitations set forth in the Purchase Agreement.

2. Assignor represents and warrants to Assignee that the copy of the Purchase Agreement attached hereto as Exhibit "A" is a true, correct and complete copy thereof, and Assignor's interest therein is not subject to any claim, charge or encumbrance.

3. Assignee, by accepting this Assignment and by execution hereof, hereby assumes, covenants, and agrees to perform all of the terms, covenants, and obligations required to be performed on the part of the Assignor therein.

4. All covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Assignor and Assignee, and their respective heirs, legal representatives, successors, and assigns.

End of text – signature page follows
Signature page to Assignment and Assumption of Purchase and Sale Agreement Executed as of this 27th day of February 2020.

ASSIGNOR:

MVAH Holding LLC
a Georgia limited liability company

By: Brian McGeady
Its: Authorized signer

ASSIGNEE:

Reserve at Sulphur Springs LLC
A Texas limited liability company

By: Brian McGeady
Its: Authorized signer
Purchase and Sale Agreement

This Purchase and Sale Agreement (this "Agreement") is effective as of November 13, 2019, by MVAH Holding LLC, a Georgia limited liability company, or its successors and assigns (the "Purchaser") and Mahealani Ranch, a Hawaii general partnership (the "Seller").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

1. Definitions. Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the Exhibit A hereof, or in other provision of this Agreement.

2. Property Description. On the Closing Date and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances. If necessary, the exact legal description of the Property, in accordance with Section 5.1, shall be substituted for the legal description of the Property attached hereto as Exhibit B and attached to the Deed.

3. Purchase Price; Deposit; Prorations.

3.1. Purchase Price. The purchase price for all of Seller's right, title, and interest in and to the Property (the "Purchase Price") is One Hundred Seventy Thousand and No/100 Dollars ($170,000.00).

3.2. Deposit. Within ten (10) days after the date of this Agreement, Purchaser shall deliver to Chicago Title, 14755 Preston Road, Suite 600, Dallas, TX 75254, Attn: Title Escrow Department, which shall act as the escrow agent for the Closing (the "Title Company"), an earnest money deposit, in the amount of Five Thousand and No/100 Dollars ($5,000.00), to be held in an interest-bearing account and in accordance with the terms of this Agreement (the "Deposit"). Interest earned on the Deposit shall be considered part of the Deposit, if any. The Purchaser desires to acquire this property for the purpose of applying for and receiving an award of housing tax credits (either 9% or 4%, at Purchaser's option) for a project that will involve this Property (as more fully described in Section 5.1.9 below). Purchaser shall be entitled to terminate this Agreement in accordance with Section 5.1.12 below and the Deposit shall be immediately returned to Purchaser, subject to Section 31 below. In the event of a Seller default the Deposit and any paid Extension Fee(s) shall be returned to Purchaser, subject to Section 31 below. If Purchaser purchases the Property, the entirety of such Deposit shall be applied by the Title Company as a credit towards the Purchase Price. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement in violation of this Agreement, Seller shall be entitled to retain the Deposit and any paid Extension Fee(s) as its sole and exclusive damages under this Agreement.

3.3. Prorations. The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit if so determined by Purchaser under Section 3.2 above, shall be delivered by Purchaser in accordance with Section 4.3 of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.
4. **Closing Date; Closing Deliveries; Costs and Expenses.**

4.1. **Closing Date.** Subject to the satisfaction of all terms and conditions of this Agreement, the closing under this Agreement shall take place as an escrow closing through the offices of the Title Company on a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement, as determined by Purchaser in its sole and absolute discretion, by providing notice to Seller. Purchaser shall have the option to extend the Closing Date for two (2) successive periods of sixty days (60) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Closing Date prior to the expiration of the Closing Date, and deposits with the Title Insurance Company an extension fee in the amount of Five Thousand and No/100 Dollars ($5,000.00) for each extension (each, an “Closing Date Extension Fee”), which Closing Date Extension Fee(s) shall become non-refundable but credited against the Purchase Price at Closing except in the event of a Seller default in which event the Closing Date Extension Fee(s) shall be refunded to Purchaser.

4.2. **Seller's Deliveries to Title Company.** Subject to the conditions and obligations of this Agreement, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, at least two (2) days prior to the Closing Date:

4.2.1. A duly executed general warranty deed, transferring to Purchaser any and all of Seller's right, title, and interest in and to the Property (the “Deed”), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto, and containing any and all releases of dower, courtesy, homestead and/or other marital rights, if applicable, as required by state law.

4.2.2. Closing statement (the “Closing Statement”), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

4.2.3. A bill of sale, assignment of leases and such other documents as are necessary to convey to Purchaser all of Seller's right, title and interest in and to the Property other than the real property, including, without limitation, the Tangible Personal Property, Reports, Leases and Licenses, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto.

4.2.4. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying the Title Company and Purchaser against claims for such services or materials.

4.2.5. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser, any Governmental Authority, or Title Company, including but not limited to: (a) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (b) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

4.3. **Purchaser's Deliveries to Title Company.** Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

4.3.1. Closing Statement, executed by Purchaser.
4.3.2. Purchaser shall deliver the Purchase Price, as adjusted by this Agreement, to the Title Company, on or before the Closing Date.

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

4.3.4. All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.

4.4. Costs and Expenses. Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys' fees; (ii) one half of the Title Company's closing and escrow fees; (iii) the Brokers' fees; and (iv) all costs and expenses of transferring and recording the deed of conveyance transferring fee simple title to the Property, subject only to the Permitted Encumbrances, including, but not limited to transfer fees, documentary stamp and/or conveyance taxes of transferring the Property. Purchaser shall pay for the following expenses relative to this transaction: (i) one half of the Title Company's closing and escrow fee; (ii) its own financing expenses, if any; (iii) its own attorneys' fees; (iv) all of the premium cost of an owner's policy of title insurance and endorsements; and (v) costs and expense of the Survey. Any additional costs or expenses shown on the Closing Statement shall be paid by the party who ordered such costs or expenses be included on the Closing Statement, or else shall be split 50/50 between the Seller and the Purchaser.

5. Inspection Period; Seller's Deliverables; Seller's Post-Closing Obligations.

5.1. Inspection Period. Purchaser, at Purchaser sole cost and expense, shall have one hundred and eighty (180) days from full execution of this Agreement or such other date as mutually agreed upon by Seller and Purchaser (the "Inspection Period"), in which to conduct its due diligence review of the Property, testing, investigations and inspections of the physical aspects of the Property, and otherwise to determine the desirability and utility of the Property for Purchaser's intended use, as determined by Purchaser, in Purchaser's sole and absolute discretion, including but not limited to the following:

5.1.1. Zoning and Permits. Purchaser shall have confirmed that the Property is zoned to permit the construction of an adequate number of multifamily rental housing units to accomplish the Purchaser's intended use (the "Purchaser's Intended Use"). If the Property must be rezoned for Purchaser's Intended Use, Seller agrees to cooperate with Purchaser in the rezoning process. Purchaser, at its cost and expense, shall have obtained, upon terms and conditions satisfactory to Purchaser, all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Purchaser, are necessary for Purchaser's Intended Use. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Purchaser in order to obtain the Permits.

5.1.2. Utilities. Purchaser shall have confirmed that all utilities, including telephone, storm sewer, sanitary sewer, water, gas and electric (collectively, the "Utilities") have been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Property at which Purchaser can tap into and receive service without the imposition of tap-in charges to Purchaser other than tap-in charges which are customarily and normally charged in the locality in which the Property is located. Such Utilities shall be available in a size and pressure appropriate for Purchaser's Intended Use. Seller shall grant, or cause to be granted to Purchaser all necessary utility easements.
5.1.3. **Easements.** Purchaser shall have obtained at or prior to Closing all other easements or licenses deemed necessary by Purchaser upon terms and conditions acceptable to Purchaser. Seller agrees to reasonably cooperate with Purchaser in obtaining any such easements or licenses.

5.1.4. **Lot Split.** Purchaser may, at Purchaser's sole cost and expense, complete any subdivision or lot split of Seller's property which is necessary in order to convey the Property to Purchaser as a separate, transferable and taxable parcel. Purchaser may obtain, at Purchaser's sole cost, a certified survey, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property, and not disclosing any condition rendering the Property unusable, in Purchaser's sole judgment, for the intended purpose of Purchaser. The Property shall not be located in a flood plain and the survey shall confirm that the Property totals approximately 5.43 acres free of any easements or restrictions related to wetlands or waterways under the jurisdiction of the Army Corp. of Engineers, the State where the Property is located or any other governmental entity or agency.

5.1.5. **Soil Tests.** Purchaser shall obtain, at Purchaser's cost and expense, borings, percolation tests, toxic or hazardous substance tests and other tests (collectively, the "Soil Tests") showing that the Property is satisfactory, in Purchaser's sole judgment, for building foundations and the construction, operation and financing of the improvements which Purchaser may wish to make. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Property to make the Soil Tests and surveys; provided, however, that the tests and survey shall be conducted so as not to damage Seller's property.

5.1.6. **Title Insurance.** Purchaser shall have obtained a satisfactory Title Commitment in accordance with Section 6.1 of this Agreement.

5.1.7. **Environmental Phase I and Related Testing.** Purchaser, at Purchaser's cost and expense, shall have obtained a current satisfactory all appropriate inquiries Phase I Environmental Audit of the Property and any other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property.

5.1.8. **Financial Feasibility.** Purchaser must have determined, in its sole and absolute discretion, that the purchase and development of the Property for Purchaser's Intended Use is financially feasible.

5.1.9. **Receipt of LIHTC Allocation.** The Property shall have received an allocation of Section 42 Housing Tax Credits and/or Historic Tax Credits, if applicable, from the appropriate agency in an amount deemed sufficient by Purchaser, in its sole discretion.

5.1.10. **Financing.** Purchaser shall have obtained a binding commitment for debt and equity financing in amounts and on terms satisfactory to Purchaser in its sole and absolute discretion to use the Property in accordance with Purchaser's Intended Use.

5.1.11. **Leases.** Purchaser shall have received and reviewed all Leases as well as a rent roll for the Property, including a list of all security deposits and any delinquencies which Leases and rent roll shall be acceptable to Purchaser in its sole discretion.

5.1.12. **Termination.** If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall have the right for any reason or no reason either to: (a)
terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, or any extensions thereof as mutually agreed upon by Seller and Purchaser, and the Title Company shall immediately return the Deposit to Purchaser, subject to Section 31 below. Any non-refundable Extension Fee(s) that have been paid shall be delivered to the Seller. Neither party shall have any further rights or obligations to the other under this Agreement, subject to the conditions set forth in Section 3.2 and 5.2; or (b) waive the requirements and/or contingencies regarding such due diligence review and proceed with this Agreement.

5.2. **Extension of Inspection Period.** Purchaser shall have the option to extend the Inspection Period for two (2) successive periods of ninety days (90) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Inspection Period prior to the expiration of the Inspection Period, as extended, and deposits with the Title Insurance Company an extension fee in the amount of Two Thousand Five Hundred and No Dollars ($2,500.00) for each extension (each, an "Extension Fee"), which Extension Fee(s) shall become non-refundable but credited against the Purchase Price at Closing, except in the event of a Seller default in which event paid Extension Fee(s) shall be refunded to Purchaser, or as provided in Section 6.1 and Section 12, in which event the Extension Fee(s) shall be refunded to Purchaser.

5.3. As a material inducement to Purchaser's execution hereof, Purchaser and Seller agree that it would be impracticable and extremely difficult to fix actual damages in case of Purchaser's default after the expiration of the Inspection Period, as extended. Seller agrees that the amount of the Deposit and any Extension Fee(s) paid prior to default or Purchaser's notice to Seller of its intent to default is a reasonable estimate of such damages, and that Seller shall retain the Deposit and any paid Extension Fee(s) as liquidated damages, and its sole remedy against Purchaser. Furthermore, Seller agrees that the amount of the Deposit and any paid Extension Fee(s) is a sufficient remedy for such Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any action of Seller arising out of Purchaser's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee(s) is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

5.4. **Seller's Deliverables.** Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topos, correspondence, utility locations and capacity documents, traffic studies, surveys, title work commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession and any and all other due diligence items requested by Purchaser.

6. **Title Commitment; Survey.**

6.1. **Title Commitment.** Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be furnished to Purchaser, at Purchaser's costs and expense, a title insurance report and commitment for a ALTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, a ALTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the
name of Seller, as determined in accordance with the standards of the state bar association where the
Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the
Title Commitment or the exceptions show that title is unmarketable, then Purchaser shall notify Seller of
Purchaser's objections prior to the expiration of the Inspection Period. Seller shall undertake, with due
diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to
eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing,
and Purchaser shall have the option, within fifteen (15) days of the written notice by Seller, to be
exercised in Purchaser's sole discretion, to: (i) proceed with Closing of this transaction subject to such
title defects; or (ii) terminate this Agreement, in which event the Title Company shall return to Purchaser
the Deposit and any paid Extension Fee(s), subject to Section 31 below. Notwithstanding the foregoing,
Purchaser shall have the right to object to any new title exceptions which are identified between the date
of the Title Commitment and the Closing Date.

6.2. **Survey.** Prior to thirty (30) days before the expiration of the Inspection Period as same
may be extended, Purchaser may cause to be delivered to Purchaser, a survey of the Property, at
Purchaser's cost and expense (the "Survey").

7. **Representations by Seller.** As of the date of this Agreement and as of the Closing Date:

7.1. **Title to Property.** Seller represents that Seller has good, marketable and indefeasible fee
simple title to the Property, free and clear of all Encumbrances of any nature except Permitted
Encumbrances. The Property constitutes all of the Property necessary and sufficient to conduct the
operations of the Property in accordance with Seller's past practices. On the Closing Date the Property
shall be unoccupied and free of any lease or other right of possession or claim of right of possession by
any person or entity other than Purchaser. No easements or other encumbrances affect the Property which
would interfere, prevent or frustrate the use of the Property for Purchaser's Intended Use.

7.2. **Authority and Organization.** Seller Mahealani Ranch represents that it is a general
partnership, duly organized, validly existing, and in good standing under the laws of the State of Hawaii
and has all requisite power and authority to carry on its business as it is presently being conducted. Seller
Mahealani Ranch represent that each of them has obtained or will obtain all necessary approvals to
authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. **Enforceability.** Seller represents that this Agreement has been duly authorized and
approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally
binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent
that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other
laws relative to or affecting the rights and remedies of creditors generally and by general principles of
equity (regardless of whether in equity or at law). The execution and delivery of this Agreement have
been duly authorized and validly executed and delivered by Seller, and will not: (i) constitute or result in
the breach of or default under any oral or written agreement to which Seller is a party or which affects the
Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which
Seller and/or the Property is bound; (iii) cause or entitle any party to have a right to accelerate or declare a
default under any oral or written agreement to which Seller is a party or which affects the Property; and or
(iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or
the Property may be subject.

7.4. **Transfer of Property: Compliance with Laws.** Seller represents that on the Closing Date,
Seller will transfer the Property and possession of the Property to Purchaser. Seller represents that the
Property is in good standing and in compliance with all applicable covenants, conditions, restrictions,
easements, laws, regulations, rules affecting the Property and to which the Property is subject. Seller
represents that neither Seller nor the Property has received any notice of and there exist no known proceedings or investigations by any Governmental Authority against or affecting the Property.

7.5. **Continued Compliance with Laws.** The continued compliance with all legal requirements relating to the Property is not dependent on facilities located at any other property; and compliance by any other property with any legal requirements applicable to the other property is not dependent on the Property.

7.6. **Property Rights.** Seller represents that other than this Agreement, there are no outstanding options, contracts, commitments, warranties, pledges, agreements or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Inspection Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing.

7.7. **Litigation.** There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

7.8. **Eminent Domain.** Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including, but not limited to, any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

7.9. **Assessments/Tax Appeals.** Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property. Seller has not appealed the current tax valuation of the Property and has no knowledge of any existing or potential changes in the tax value of the Property.

7.10. **Environmental.** To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

7.11. **Zoning.** The Property is zoned MF- Multiple Family Dwelling District.

8. **Representations by Purchaser.** As of the date of this Agreement and as of the Closing Date:

8.1. **Authority and Organization.** Purchaser represents that it is a Georgia limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Georgia and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

Purchase and Sale Agreement V.2 –0 League Street, Sulphur Springs, Texas
8.2. **Enforceability.** This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

8.3. **No Conflict.** The execution, delivery and performance of this Agreement by Purchaser will not breach any statute or regulation of any Governmental Authority, and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any order, writ, injunction, decree, agreement or instrument to which Purchaser is a party.

9. **Covenants of Seller.** Prior to the termination of this Agreement or the Closing Date, Seller covenants and agrees that it:

9.1. Shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecation, pledge, or assignment any of the Property or Seller's interest in the Property or any ownership interest in Seller.

9.2. Shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. May, solely in connection with and as a necessary step in permitting the contemplated transaction to qualify as an Internal Revenue Code Section 1031, Like-Kind Exchange, restructure the manner in which the Property is held, provided, however, such restructuring shall not occur without the prior written approval of Purchaser.

9.4. Not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

10. **Indemnification.** Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of such party's representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

11. **Remedies.**

11.1. If Seller should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Purchaser may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any paid Extension Fee(s) shall be immediately delivered to Purchaser, subject to Section 31 below; (ii) Seller agrees to reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii)
Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller hereunder.

11.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then Seller may terminate this Agreement after the expiration of the Inspection Period and any extensions, and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee(s) paid prior to breach shall be immediately delivered to Seller, such sum being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit and paid Extension Fee(s) as its total damages and relief as Seller’s sole remedy hereunder.

12. **Condemnation; Destruction.** If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller’s notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished.

13. **Assignment.** Purchaser may assign its interest or rights or obligations in this Agreement without the consent of Seller. Seller may not assign its interest or rights or obligations in this Agreement without the consent of Purchaser.

14. **Notices.** Either party may change its address by notice to the other party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. Notwithstanding the foregoing, notice pursuant to Paragraph 5.1.12 may be provided to Seller and its representative via email. For purposes of notice, the addresses of the parties shall be as follows:

**Seller:**

Mahealani Ranch  
P.O. Box 620  
Kealakekua, HI 96750  
Attention: Ziggy Jewell – Sales Agent License #585138  
 Telephone: (903) 870-8206  
 Email: Ziggy.jewell@gmail.com  
Attention: Matthew G. Jewell  
Telephone: (808) 987-8766  
Email: matt@mgjewelllaw.com

with a copy to:

Century 21 Hometown Real Estate  
1610 Posey Lane, Suite 101  
Sulphur Springs, TX 75482  
Attention: Marlin Jones  
Telephone: (903) 885-8616

Purchase and Sale Agreement V 2 –0 League Street, Sulphur Springs, Texas
Email: magicalmarlin@yahoo.com

Purchaser:
MVAH Holding LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH  45069
Attention: Brian McGeady
Telephone: (513) 964-1141
Email: Brian.McGeady@mvahpartners.com

with copies to:
Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, TX  75254
Attention: Mattye Jones
Telephone: (972) 419-8453
Email: mjones@coatsrose.com

Coldwell Banker Apex
650 Beebalm Lane
Garland, Texas 75040
Attention: Janet Sebile
Telephone: (214) 500-1571
Email: jsebile@gmail.com

Title Company:
Chicago Title Company
14755 Preston Road, Suite 600
Dallas, TX  75254
Attention: Rebecca S. Brusilow
Telephone: (972) 419-4710
Email: rbrusilow@coatsrose.com

15. **Entire Agreement and Amendments.** This Agreement, together with the schedules and exhibits hereto, each of which is deemed to be a part hereof, contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the parties are merged herein.

16. **Amendment; Waiver.** This Agreement may be amended, modified or supplemented only by an agreement in writing signed by all parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

17. **Successors and Assigns.** The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

18. **Time of Essence.** Time is of the essence of all provisions of this Agreement.

Purchase and Sale Agreement V 2–0 League Street, Sulphur Springs, Texas
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

20. **Counterparts; Facsimile.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

21. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

22. **Captions and Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

23. **Multiple Sellers.** If two or more persons constitute this Agreement each as a seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.

24. **Acceptance.** In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it.

25. **Interpretation, No Presumption; Survival.** This Agreement has undergone drafts with the negotiated suggestions of all parties and therefore no presumption shall arise favoring any party by virtue of the authorship of this Agreement or any of its provisions. The parties hereto have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word "including" in this Agreement means “including, without limitation, the items following.” All of the representations, warranties and covenants made in this Agreement shall survive the Closing.

26. **Date of Performance.** If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

27. **Pre-Closing Marketing.** Seller acknowledges that Purchaser will be applying for an award of Section 42 Housing Tax Credits, Senior Independent Living Tax Credits and/or Historic Tax Credits (the "Credits") to assist Purchaser in its purchase and/or operation of the Property. At such time as Purchaser may be awarded such Credits, Seller agrees that Purchaser may begin to promote and market the Property by reasonable means that do not unduly interfere with the Seller's operation or ownership of the Property, including the placement of signage upon the Property and the open marketing of the Property for Purchaser's Intended Use.

28. **Apportionments.** Adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated as applicable upon the Closing Date. For purposes of all
prorations provided for herein, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All prorations shall be made on a 365-day calendar year basis and the actual number of days in the month of the Closing Date.

28.1. All income and expense, including but not limited to applicable prepaid expenses, rents, cash adjustments, and accrued liabilities, attributable to the ownership of the Property, measured and prorated between Seller and Purchaser on an accrual basis until the Closing Date will be for the account of the Seller and on or after the Closing Date are for the account of the Purchaser.

28.2. Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final. Seller shall pay any special assessments which: (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due; or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

28.3. Seller is responsible for the payment of any and all agricultural tax recoupment charges and/or deferred real estate taxes for the Property.

28.4. Seller shall transfer to Purchaser any and all security deposits relating to any and all leases or other funds held in trust for tenants of the Property, if any.

29. **Brokers.** Except for Marlin Jones of Century 21 Hometown Real Estate ("Seller’s Broker") and Janet Sebile of Coldwell Banker Apex, ("Purchaser’s Broker"), the parties acknowledge that no real estate agent, broker or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission. Purchaser and Seller each covenant and agree to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys’ fees) resulting from or claimed to be due on account of the purchase and sale of the Property due to the acts of the other party, except for claims arising from the Seller’s Broker or Purchaser’s Broker. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney’s fees (the party to be indemnified shall have the right to choose its own counsel).

30. **Operations Pending Closing.** Seller, at its expense, shall use reasonable efforts to maintain the Property until the Closing or sooner termination of this Agreement, substantially in its present condition and pursuant to Seller’s normal course of business (such as maintenance obligations but not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to ordinary wear and tear, damage by fire or other casualty and condemnation. In addition, Seller shall deliver to Purchaser a copy of any written notice of default delivered by Seller to any Tenant.

31. **Independent Consideration.** Notwithstanding anything hereinafter to the contrary, the parties acknowledge that the sum of $100.00 out of the Deposit shall be non-refundable to Purchaser in any event (including Seller’s default), and shall be released by the Title Company to the Seller as independent consideration for the execution of this Agreement, in the event this Agreement is terminated prior to Closing (the “Independent Consideration”).

[Signatures on the Next Page.]

Purchase and Sale Agreement V 2 –0 League Street, Sulphur Springs, Texas
IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

**Seller:**

Mahealani Ranch
a Hawaii general partnership

By:  
Print Name: Barbara Ann K. Nobriga Sr  
Title: Managing Partner

**Purchaser:**

MVAH Holding LLC
a Georgia limited liability company

By:  
Print Name: Brian McGeady  
Its: Authorized Signer

[End of Signatures.]
ESCROW RECEIPT

Title company acknowledges receipt of the executed Purchase and Sale Agreement on November 20th, 2019.

GF# 8000551900069

Title Company:
Chicago Title
Coats Rose, PC, Fee office for Chicago Title

Address:
14755 Preston Road, Suite 600
Dallas, Texas 75254

By: ___________________
Jackye Mees, Escrow Officer
jmees@coatsrose.com
(972) 419-4760

EARNEST MONEY RECEIPT

Title company acknowledges receipt of the Earnest Money in the amount of $5,000.00 in the form of a wire transfer on November 20th, 2019.

Title Company:
Chicago Title
Coats Rose, PC, Fee office for Chicago Title

Address:
14755 Preston Road, Suite 600
Dallas, Texas 75254

By: ___________________
Jackye Mees, Escrow Officer
jmees@coatsrose.com
(972) 419-4760
Purchase and Sale Agreement

Exhibit A

Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

"Appurtenances" mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenant to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

"Closing Date" means a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement, on which date transfer of title to the Property from Seller to Purchaser shall be accomplished.

"Encumbrance" means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

"Governmental Authority" or "Governmental Authorities" mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

"Improvements" mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property, if any.

"Leases" mean each and every lease of space at the Property and any amendments thereto (a) in full force and effect as of the Effective Date and/or (b) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

"Licenses" mean all of the following owned by Seller, any and all licenses, permits, certificates, consents, registrations, certifications, approvals, operating rights, service contracts, intellectual property, waivers and other authorizations, whether issued or granted by any Governmental Authority or by any other Person, with respect to the Property.

"Permitted Encumbrance" means: (a) any mortgage or related security documents on the Property to be released on or before the Closing Date; (b) easements and restrictions of record which do not interfere in any material respect with the ownership of the Property for Purchaser's Intended Use and to which the Purchaser has not objected; (c) liens for real property taxes not yet due and payable; and (d) other exceptions approved in writing by Purchaser.
"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

"Property" means that approximately 5.43 acres of real property, net of any wetlands or waterways, located at 0 League Street, Sulphur Springs, Hopkins County, Texas, known as property ID R000027614 and property ID R000027617, and more particularly described in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller’s right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property; (iii) any and all Licenses; (iv) any and all Records; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property; (vi) all such other tangible or intangible property used or useful in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Inspection Period.

"Records" mean any and all books, lists, leases, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, surveys, blue prints, floor plans, mylars, forms and records used in connection with the Property and/or any Improvements on the Property.

"Tangible Personal Property" means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use in connection with the ownership of the Property, if any.

"Tax Credit Funding" means the sale of housing tax credits to a tax credit investor as evidenced by the tax credit investor’s entry into an amended and restated agreement of limited partnership.
Purchase and Sale Agreement

Exhibit B

That approximately 5.43 acres of real property, net of any wetlands or waterways, located at 0 League Street, Sulphur Springs, Hopkins County, Texas, known as property ID R000027614 and property ID R000027617.
COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By: Chicago Title Insurance Company

Commitment Number: 8000551900069

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

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

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

Issued By:
Chicago Title of Texas, LLC

By:

President

Attest:

Secretary

Authorized Signatory

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.
SCHEDULE A

Effective Date: November 22, 2019 at 8:00 AM
Commitment No.: 8000551900069

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: $170,000.00
      PROPOSED INSURED: Reserve at Sulphur Springs LLC
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: TBD
      PROPOSED INSURED:
      Proposed Borrower: Reserve at Sulphur Springs LLC
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: TBD
      PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: TBD
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount: TBD
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount: TBD
      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:
   Mahealani Ranch, a Hawaii General Partnership, Acting by and through Barbara Nobriga, Managing Partner
SCHEDULE A
(continued)

4. Legal description of land:

All that certain lot, tract or parcel of land being LOT 1 and LOT 4 of the JEWELL & MORRIS ADDITION, a subdivision located in teh Jose Y’Barbo Survey, A-1102 of Hopkins County, Texas, according to the map or plat thereof recorded in Volume 6, Page 228, Map Records, Hopkins County, Texas.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION OF SUCH AREA OR QUANTITY, BUT IS FOR INFORMATIONAL, AND/OR IDENTIFICATION PURPOSE AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.

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

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

   Volume 6, Page 228, Map Records, Hopkins County, Texas.

   Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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

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

   (Applies to the Owner Policy only.)

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

   (Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020 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 Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years").

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

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

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

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

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.

b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

c. Any and all reservations and/or restrictions created in this transaction.

d. Any and all liens created or assumed in this transaction. (Residential Owner's/Owner's Policy only)

e. Any and all liens of a general type or nature (ie. Federal Tax Liens, Abstracts of Judgments, etc.) that may have heretofore been or may hereinafter be filed against the Named Insured." (Residential Owner's/Owner's Policy only)

f. This policy excludes, and does not insure, any manufactured housing unit, mobile home, house trailer or other such personal property situated on the property described in Schedule A herein. This exclusion extends to any liens on such manufactured housing unit, mobile home, house trailer or other such personal property, and any consequences of foreclosure or attempted foreclosure of any such lien and of any repossession of such manufactured housing unit, mobile home, house trailer or other such personal property.

g. Any and all UCC Financing Statements filed for record with the Secretary of State of Texas.

h. This policy does not insure personal property situated upon the property described in Schedule A herein.

i. Rights of tenants in possession under any unrecorded lease, sublease and/or rental agreement.

j. Easement and Right of Way granted from W. J. Melton and wife to Lone Star Gas Company, in instrument dated 06-17-1927, and recorded in Volume 118, Page 528 of the Deed Records of Hopkins County, Texas.

SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)


m. All Restrictions, Building Set Back Lines and/or Easements as shown on the Plat of the Jewell & Morris Addition Addition recorded in Volume 6, Page 228 of the Map Records of Hopkins County, Texas.

n. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

o. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
SCHEDULE C

Commitment No.: 8000551900069
GF No.: CTHS55-8000551900069-JM

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

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

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Mortgagor 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. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.

6. As of the issue date of this title commitment: If an attorney has not been predetermined by the Seller(s)/Buyer(s)/Borrower(s) in the proposed transaction, we may order legal documents and pay a document preparation fee to Heath Hyde, Attorney at Law, and Hopkins County Title Resources (HCTR).

7. This transaction must be disbursed in accordance with the "Good Funds" Procedural Rule 27 (P-27) promulgated by the Texas Department of Insurance implementing Article 9.39A of the Texas Insurance Code.

8. The Company requires a legible copy of current drivers license or other government issued photo ID of the parties to the closing.

9. The Company may make additional exceptions and/or requirements upon its review of the documents created/required in this proposed transaction.

10. The Owner(s) must execute and deliver to the Company an acceptable Affidavit as to Debts, Liens and Possession in connection with the closing of this transaction.

11. The Buyer(s) must execute and deliver to the Company an acceptable Waiver of Inspection and Approval of Title Policy Exceptions in connection with the closing of this transaction.

12. The Company must downgrade this title commitment prior to the closing and funding of this transaction. Upon completion, the company reserves the right to make additional exceptions and/or requirements.
SCHEDULE C
(continued)

13. NOTICE TO ALL PARTIES IN THIS TRANSACTION: Schedule A of this commitment contains the legal
description for the property the Title Company understands is to be insured. Should this legal description differ
from what the Seller/Buyer/Lender wants insured, the Company must be notified PRIOR to closing, at which time
the closing will be delayed until all of the title work is done on the agreed upon subject property and a new
commitment is issued. Closing of the transaction shall indicate acceptance by the Seller/Buyer/Lender of the
property described in Schedule A of this commitment and the subsequent Title Policy (ies).

14. Pay property taxes for 2019 and prior years to the Hopkins County Tax Assessor/Collector, collecting for Hopkins
County, Memorial Hospital, the City of Sulphur Springs and Sulphur Springs I.S.D., and secure tax certificates
showing all taxes are paid in full.

15. The Company requires a copy of the partnership agreement for Mahealani Ranch, a Hawaii Partnership and
together with any amendments thereto; and a certificate of formation and certificate of good standing. The
Company reserves the right to make further exceptions and/or requirements upon review and examination of
same.

16. The Company requires for its review a copy of the Certificate of Formation, Certificate of Good Standing,
Company Agreement and Unanimous Consent Resolution, if applicable of MVAM Holdings, LLC, a Georgia limited
liability company, to determine the authority of the person(s) signing on behalf of said limited liability company. The
Company reserves the right to make additional exceptions and/or requirements deemed necessary after reviewing
the same.

17. If the property described in Schedule A herein is homestead property, the lien to be insured must meet the
constitutional guidelines regarding valid liens on homestead property. If the property described in Schedule A
herein is non-homestead property, the Company requires satisfactory evidence of same, and the Company further
requires a fully executed and notarized designation of the borrower's present homestead and a disclaimer as to
homestead rights in property described in Schedule A herein, and may require the joinder of a disinterested third
party in the making of such designation and disclaimer.

18. The Company must be furnished with a copy of the proposed documents creating the interest in the land and/or
the mortgage to be insured prior to any closing and funding under this title commitment. Additional exceptions
and/or requirements may be added upon examination of the same.

19. If Hopkins County Abstract will be the "Issuing Agent" in this transaction, further exceptions and/or requirements
may be added before any closing and funding under this title commitment.

20. Note –Important Notice

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

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

As an example, the amount of interest you can earn on a deposit of $1000.00 for a thirty-day period at an interest
rate of 4% is $3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable
interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with
other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may
be transferred to another general escrow account or accounts. By reason of the banking relationship between our
SCHEDULE C
(continued)

Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

21. Except in an exempt transaction, the Company must be furnished with seller’s social security number or tax identification number and all other information necessary to complete IRS Form 1099S.

22. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

23. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

• Confirmation prior to closing that the County Clerk of Hopkins County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.

• Electronic recordation of the instruments to be insured in the Official Public Records of Hopkins County, Texas.

• Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.

• Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.
SCHEDULE D

Commitment No.: 8000551900069

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Chicago Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

   Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

   Directors: Raymond Randall Quirk, Anthony John Park, Marjorie Nemzura, Michael J. Nolan, Edson N. Burton, Jr.

   Officers: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

   Chicago Title of Texas, LLC

   (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

      Owners: FNTG Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Chicago Title of Texas, LLC

   (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

      Owners: FNTG Holdings, LLC owns 100% of FNTG Holdings, LLC

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

      Officers/Directors: Raymond Randall Quirk (President), Marjorie Nemzura (Secretary), Joseph William Grealish (Executive Vice President), Daniel Kennedy Murphy (Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Robert B. Kuhn (President and County Manager)

   (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.

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

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

   You are further advised that the estimated premium* is:

   - **Owner's Policy**: $1,201.00
   - **Loan Policy**: $100.00
   - **Endorsement Charges**: $75.00

   **Total**: $1,376.00

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

   - Percent/Amount: 60%
   - To Whom: Coats Rose P.C.
   - For Services: Closing The Transaction

   *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.
LEGAL DESCRIPTION

Order No.: 8000551900069

All that certain lot, tract or parcel of land being LOT 1 and LOT 4 of the JEWELL & MORRIS ADDITION, a subdivision located in teh Jose Y'Barbo Survey, A-1102 of Hopkins County, Texas, according to the map or plat thereof recorded in Volume 6, Page 228, Map Records, Hopkins County, Texas.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION OF SUCH AREA OR QUANTITY, BUT IS FOR INFORMATIONAL, AND/OR IDENTIFICATION PURPOSE AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.
Chicago Title of Texas, LLC  
13737 Noel Road, Suite 1210  
Dallas, TX 75240  

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT  
(Exhibit D in 24 CFR §3500)

Date:  
To: Mahealani Ranch, a Hawaii general partnership  
Property: 5.43 Acres, Sulphur Springs, TX 75482  

This is to give you notice that Chicago Title of Texas, LLC, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Chicago Title of Texas, LLC with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

<table>
<thead>
<tr>
<th>Settlement Service Provider</th>
<th>Type of Settlement Provided</th>
<th>Range of Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$22.50 to $80 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

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

Acknowledgment

I/We have read this disclosure form and understand that Chicago Title of Texas, LLC is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

__________________________  ___________________________
Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a 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 póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

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

The arbitration provision in the Policy is as follows:

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

_____________________________    ______________________
Signature                      Date
Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**
We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:
- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:
- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**
We may collect Personal Information about you from:
- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**
Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.
Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:
• To provide products and services to you or in connection with a transaction involving you.
• To improve our products and services.
• To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:
• to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
• to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
• to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
• in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.
For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
NOT APPLICABLE
Elected Officials
Elected Officials

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

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

☒ No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Name</th>
<th>District</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Hall</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Dan Flynn</td>
<td>2</td>
<td>Support Letter</td>
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<tr>
<td>John A. Sellers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sulphur Springs ISD</td>
<td><a href="mailto:mlamb@ssisd.net">mlamb@ssisd.net</a></td>
<td></td>
</tr>
<tr>
<td>Sulphur Springs ISD</td>
<td><a href="mailto:mowens@ssisd.net">mowens@ssisd.net</a></td>
<td></td>
</tr>
<tr>
<td>Sulphur Springs</td>
<td>75482</td>
<td></td>
</tr>
</tbody>
</table>

Applicant sent a certified mail packet to the City Secretary and requested distribution to the entire City Council to account for vacant seats.
Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK)

Organizations have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below. Insert an explanation behind this tab.

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.

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td>1.</td>
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<tr>
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<tr>
<td></td>
<td>Address</td>
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<td>Zip</td>
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<td>Fax or Email</td>
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<td>Address</td>
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<td>Fax or Email</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
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</tbody>
</table>
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 entity 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 the complete Application is 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):

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

Certify on next page

2/2/2020
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature of Applicant/Development Owner]  

Feb 28, 2020  
Date

Brian McGeady  
Printed Name

03-18-25  
My Commission expires

Ohio  
Notary Public, State of

Butler  
County of

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 28th day of February 2020.

[Notary Public Signature]

JUSTIN P. GREGORICH  
Notary Public, State of Ohio  
My Commission Expires 03-18-25

2/2/2020
Development Narrative
### Development Narrative

1. **The proposed Development is:** (Check all that apply)
   - [ ] New Construction
   - [ ] If applicable
   - [ ] If Acquisition/Rehab or Rehab, original construction year:
   - [ ] Previous TDHCA #
   - [ ] If applicable
   - [ ] If Reconstruction, Units Demolished
   - [ ] Units Reconstructed
   - [ ] NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

   - If Elderly is selected (10 TAC §11.1(d)(47)):
     - [x] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
     - [ ] Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
     - [ ] Selection is based on funding from (select from list):
     - [ ] Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

2. **The Target Population will be:**
   - Elderly
   - NOTE: If "Elderly Development", review 10 TAC §11.1(d)(47) to ensure compliance.

   - If Elderly is selected (10 TAC §11.1(d)(47)):
   - [ ] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
   - [ ] Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
   - [ ] Selection is based on funding from (select from list):
   - [ ] Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

### Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- [ ] The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
- [ ] Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
  - [ ] Homeless or Persons at-risk of homelessness
  - [ ] Persons with physical, intellectual, and/or developmental disabilities
  - [ ] Youth aging out of foster care
  - [ ] Persons eligible to receive primarily non-medical home or community-based services
  - [ ] Persons transitioning out of institutionalized care
  - [ ] Persons unable to secure permanent housing elsewhere due to high barriers
  - [ ] Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)
  - [ ] Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)
  - [ ] Describe:

- [ ] Services will be provided by the Applicant or an Affiliate of the Applicant.
- [ ] Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.

2/22/2020
Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development’s operations throughout the entire Affordability Period is included behind this Tab.

Evidence of the Applicant’s or General Partner’s history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.

As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.

Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).

Development has permanent foreclosable, must-pay debt sourced from federal funds.

Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.

If the Development is financed with debt that does not meet the requirements above, Application must include:
- Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
- Documentation of how resident feedback has been incorporated into Development design;
- Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
- Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

- Multiple systems will be in place for residents to provide feedback to Development staff;
- A resident is or will be a member of the Development Owner or service provider board of directors;
- The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non federally required criteria);
- The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
- The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

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

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- 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.
- 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.

If a revised form is submitted, date of submission:

2/22/2020
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.

Reserve at Sulphur Springs is a new construction multifamily development that will be located at the northwest corner of League Street South and Bell Street in Sulphur Springs, Hopkins County, Texas. The target population is Elderly. The Development will have 72 one and two bedroom units in 2 elevator served 3-story buildings. Common amenities in Building A include the managerment office, a common area, a laundry room, and a multipurpose room with a kitchen. Common amenities in Building B include an activity room and exercise room. No part of the building or outdoor recreational spaces encroach within 100 feet of the high voltage powerline.

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 $1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) 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>Nonprofit</td>
</tr>
</tbody>
</table>

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

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

If a revised form is submitted, date of submission:

2/22/2020
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>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</td>
<td></td>
</tr>
</tbody>
</table>

   Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   A. **Unit Sizes**

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

      | Bedroom Size | Square Footage |
      |--------------|----------------|
      | 0            | 500            |
      | 1            | 600            |
      | 2            | 800            |
      | 3            | 1,000          |
      | 4            | 1,200          |

      **OR:**

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

   B. **Unit Requirements (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 requesting **Direct Loan and not concurrently 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(2), see Tab 19 for Resident Services scoring elections)**

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

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

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

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

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

   and

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

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

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

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

- **Development** is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; **OR** meets the minimum size requirements below: (6 points)
  - **Points claimed:** 6
  - **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)(8).* (9 points)
  - **Points claimed:** 9

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

### 2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]

- 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 less of AMGI*
  - **Direct Loan Points:** 0
- At least 5 percent of all low-income Units at 30% or less of AMGI*
  - **Direct Loan Points:** 0

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

* Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≤40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). **Points claimed here will appear on the MFDL Self Score tab.**

**Application is seeking points for Rent Levels of Residents.**

**Direct Loan Points Claimed:** 0

### 3. Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]

- **Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000**
  - **Direct Loan Points:** 0
- **Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000**
  - **Direct Loan Points:** 0
- **Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000**
  - **Direct Loan Points:** 0

Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm. **Points claimed here will appear on the MFDL Self Score tab.**

**Application is seeking points for Subsidy Per Unit.**

**Direct Loan Points Claimed:** 0

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

*30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application's scoring elections here.

**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.**

**COMPLETE THIS SECTION! CHECK YOUR MATH!**

- **21**
  - Total Number of Units at 50% or less of AMGI
- **6**
  - Number of 30% Units used to score points under §11.9(c)(2)*
- **15**
  - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
- **20.83%**
  - Percentage used for calculation of eligible points under §11.9(c)(1)

**A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and**

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
  - **0**
- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
  - **0**

**B. Development proposed in all other areas.**

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
  - **0**
- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
  - **15**

**OR (DO NOT COMPLETE BOTH)**
Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

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 (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

OR

Development proposed in all other areas.

- The Average Income for the proposed Development will be 55% or lower (15 points).
- The Average Income for the proposed Development will be 56% or lower (13 points).
- The Average Income for the proposed Development will be 57% or lower (11 points).

Application is seeking points for Income Levels of Residents.

Points Claimed: 15

5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]

If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. **These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:**

- Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points) 0
- Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points) 0
- Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points) 11
- At least 5% (less Units used for eligibility for boost or in A or B above)of all low-income Units at 30% or less of AMGI. (7 points) 0

Application is seeking points for Rent Levels of Residents.

Points Claimed: 11

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]

- 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. 10
- Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. 1

Application is seeking points for Resident Services.

Points Claimed: 11

7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]

A. Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points) 2

B. Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the Atrakir or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point) 1

Application is seeking points for Residents with Special Housing Needs.

Points Claimed: 3

8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

Development is requesting Pre-Application Points. 0

9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]

- Development will maintain a 35 year Affordability Period. 0
- Development will maintain a 40 year Affordability Period. 0
- Development will maintain a 45 year Affordability Period. 4

Application is seeking points for Extended Affordability.

Points Claimed: 4

10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]

This box will populate after the calculation is complete.

Average Income from Tab 24

<table>
<thead>
<tr>
<th>Average Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
</tr>
</tbody>
</table>

Application is seeking points for Historic Preservation.

Points Claimed: 0

2/2/2020
Application requests points for Historic Preservation.

- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.
- Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- At least 75% of the residential units will be within the Certified Historic Structure.

- Attached behind this tab are the THC letter and other documentation described above.

<table>
<thead>
<tr>
<th>Application is eligible for five (5) points.</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td>1</td>
</tr>
<tr>
<td>12. Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>1</td>
</tr>
<tr>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.</td>
<td>1</td>
</tr>
</tbody>
</table>
Existing Development Information

NOT APPLICABLE
Occupied Developments

NOT APPLICABLE
22 Architectural Drawings
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. Follow these steps in Adobe Acrobat to convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

- 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;
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(l)); and
  - identifies all Amenities.

- 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. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned 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.
PROJECT TEAM:

RESERVE AT SULPHUR SPRINGS, LLC
9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1140

DEVELOPER:

MVAH DEVELOPMENT LLC
9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1140

ARCHITECT OF RECORD:

BDCL ARCHITECTS, PC
9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1144

DRAWING INDEX:

00 COVER SHEET
01 BUILDING DATA
02 SITE PLAN
03 BUILDING 'A' 1ST FLOOR PLANS
04 BUILDING 'A' 2ND FLOOR PLANS
05 BUILDING 'A' 3RD FLOOR PLANS
06 BUILDING 'B' 1ST FLOOR PLANS
07 BUILDING 'B' 2ND FLOOR PLANS
08 BUILDING 'B' 3RD FLOOR PLANS
09 BUILDING 'A' COMMON AREA FLOOR PLANS
10 BUILDING 'B' COMMON AREA FLOOR PLANS
11 1 BEDROOM TYPE 1A ACCESSIBLE - UNIT PLAN
12 1 BEDROOM TYPE 1B & 1C - UNIT PLAN
13 2 BEDROOM TYPE 2A ACCESSIBLE - UNIT PLAN
14 2 BEDROOM TYPE 2B & 2C - UNIT PLAN
15 BUILDING TYPE 'A' ELEVATIONS
16 BUILDING TYPE 'A' ELEVATIONS
17 BUILDING TYPE 'B' ELEVATIONS
# BUILDING & UNIT COUNT

<table>
<thead>
<tr>
<th>BUILDING TYPE</th>
<th>AMOUNT USED</th>
<th>UNIT COUNTS PER EACH BUILDING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 BED / 1 BATH TYPE 1A / 1B</td>
</tr>
<tr>
<td>A</td>
<td>1</td>
<td>32 1 2 15 1 51</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>3 6 - 12 - 21</td>
</tr>
<tr>
<td>TOTAL UNITS BY TYPE</td>
<td>30 3 2 1 27 1 72</td>
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</table>

### BUILDING 'A' SIZE

<table>
<thead>
<tr>
<th>FLOOR LEVEL</th>
<th>GROSS S.F.</th>
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<tbody>
<tr>
<td>FIRST FLOOR</td>
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<tr>
<td>NET RENTABLE AREA</td>
<td>13,319</td>
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<tr>
<td>CIRCULATION</td>
<td>3,978</td>
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<tr>
<td>COMMON AREA</td>
<td>614</td>
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<tr>
<td>EMPLOYEE AREA</td>
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<tr>
<td>FIRST FLOOR GROSS AREA</td>
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<td>SECOND FLOOR</td>
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<tr>
<td>COMMON AREA</td>
<td>686</td>
</tr>
<tr>
<td>EMPLOYEE AREA</td>
<td>124</td>
</tr>
<tr>
<td>THIRD FLOOR GROSS AREA</td>
<td>18,300</td>
</tr>
<tr>
<td>TOTAL GROSS FLOOR AREA</td>
<td>54,900</td>
</tr>
<tr>
<td>TOTAL RENTABLE AREA</td>
<td>39,907</td>
</tr>
</tbody>
</table>

### BUILDING 'B' SIZE

<table>
<thead>
<tr>
<th>FLOOR LEVEL</th>
<th>GROSS S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>5,781</td>
</tr>
<tr>
<td>CIRCULATION</td>
<td>2,459</td>
</tr>
<tr>
<td>COMMON AREA</td>
<td>0</td>
</tr>
<tr>
<td>EMPLOYEE AREA</td>
<td>293</td>
</tr>
<tr>
<td>FIRST FLOOR GROSS AREA</td>
<td>6,533</td>
</tr>
<tr>
<td>SECOND FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>5,781</td>
</tr>
<tr>
<td>CIRCULATION</td>
<td>2,207</td>
</tr>
<tr>
<td>COMMON AREA</td>
<td>507</td>
</tr>
<tr>
<td>EMPLOYEE AREA</td>
<td>38</td>
</tr>
<tr>
<td>SECOND FLOOR GROSS AREA</td>
<td>6,533</td>
</tr>
<tr>
<td>THIRD FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>5,781</td>
</tr>
<tr>
<td>CIRCULATION</td>
<td>2,217</td>
</tr>
<tr>
<td>COMMON AREA</td>
<td>497</td>
</tr>
<tr>
<td>EMPLOYEE AREA</td>
<td>38</td>
</tr>
<tr>
<td>THIRD FLOOR GROSS AREA</td>
<td>6,533</td>
</tr>
<tr>
<td>TOTAL GROSS FLOOR AREA</td>
<td>24,599</td>
</tr>
<tr>
<td>TOTAL RENTABLE AREA</td>
<td>7,343</td>
</tr>
</tbody>
</table>

RESERVE AT SULPHUR SPRINGS
sulphur springs, texas

© 2020 MVVA Development LLC
# BUILDING & UNIT COUNT

<table>
<thead>
<tr>
<th>BUILDING TYPE</th>
<th>AMOUNT USED</th>
<th>UNIT COUNTS PER EACH BUILDING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 BED / 1 BATH</td>
<td>1 BED / 1 BATH</td>
</tr>
<tr>
<td></td>
<td>TYPE 1A</td>
<td>TYPE 1B</td>
</tr>
<tr>
<td>A</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>TOTAL UNITS BY TYPE</td>
<td>2</td>
<td>30</td>
</tr>
</tbody>
</table>

## BUILDING 'A' SIZE

<table>
<thead>
<tr>
<th>FLOOR LEVEL</th>
<th>GROSS S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>13,319</td>
</tr>
<tr>
<td>CIRCULATION</td>
<td>3,978</td>
</tr>
<tr>
<td>COMMON AREA</td>
<td>614</td>
</tr>
<tr>
<td>EMPLOYEE AREA</td>
<td>389</td>
</tr>
<tr>
<td>FIRST FLOOR GROSS AREA</td>
<td>18,300</td>
</tr>
<tr>
<td>SECOND FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>13,319</td>
</tr>
<tr>
<td>CIRCULATION</td>
<td>4,210</td>
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<tr>
<td>COMMON AREA</td>
<td>584</td>
</tr>
<tr>
<td>EMPLOYEE AREA</td>
<td>187</td>
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<tr>
<td>SECOND FLOOR GROSS AREA</td>
<td>18,300</td>
</tr>
<tr>
<td>THIRD FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>13,319</td>
</tr>
<tr>
<td>CIRCULATION</td>
<td>3,971</td>
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<td>EMPLOYEE AREA</td>
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<tr>
<td>THIRD FLOOR GROSS AREA</td>
<td>18,300</td>
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<tr>
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<td>54,900</td>
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<tr>
<td>TOTAL RENTABLE AREA</td>
<td>36,907</td>
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</table>

## BUILDING 'B' SIZE

<table>
<thead>
<tr>
<th>FLOOR LEVEL</th>
<th>GROSS S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>5,781</td>
</tr>
<tr>
<td>CIRCULATION</td>
<td>2,459</td>
</tr>
<tr>
<td>COMMON AREA</td>
<td>0</td>
</tr>
<tr>
<td>EMPLOYEE AREA</td>
<td>293</td>
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<tr>
<td>FIRST FLOOR GROSS AREA</td>
<td>6,533</td>
</tr>
<tr>
<td>SECOND FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>5,781</td>
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<tr>
<td>CIRCULATION</td>
<td>2,207</td>
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<td>COMMON AREA</td>
<td>307</td>
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<tr>
<td>EMPLOYEE AREA</td>
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<tr>
<td>SECOND FLOOR GROSS AREA</td>
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<tr>
<td>THIRD FLOOR</td>
<td></td>
</tr>
<tr>
<td>NET RENTABLE AREA</td>
<td>5,781</td>
</tr>
<tr>
<td>CIRCULATION</td>
<td>2,217</td>
</tr>
<tr>
<td>COMMON AREA</td>
<td>497</td>
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<tr>
<td>EMPLOYEE AREA</td>
<td>38</td>
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<tr>
<td>THIRD FLOOR GROSS AREA</td>
<td>6,533</td>
</tr>
<tr>
<td>TOTAL GROSS FLOOR AREA</td>
<td>24,599</td>
</tr>
<tr>
<td>TOTAL RENTABLE AREA</td>
<td>7,343</td>
</tr>
</tbody>
</table>

---

**MVVAH PARTNERS**

**RESERVE AT SULPHUR SPRINGS**

**sulphur springs, texas**

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LOCAL PARKING REQUIREMENTS:

PARKING CALCULATION:
RESIDENTIAL: 1.5 SPACE PER UNIT PER THE TEXAS DESIGN STANDARDS (NO LOCAL CODE)
TOTAL REQUIRED PARKING = 108 SPACES
TOTAL PROVIDED PARKING = 121 SPACES (INCLUDES 8 ACCESSIBLE PARKING SPACES)

TDHA AMENITIES CONTAINED WITHIN BUILDINGS A AND B:
1. FURNISHED COMMUNITY ROOM
2. FURNISHED FITNESS CENTER WITH AT LEAST 1 PIECE OF EQUIPMENT PER 40 UNITS
3. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:
4. ACTIVITY ROOM
5. ONE CHILDREN'S PLAYSCAPE EQUIPPED FOR 5 TO 12 YEAR OLD

SITE NOTES:
SITE ACREAGE IS 5.43 ACRES
31113, 35 RUN LAND WITHIN 1100 FT OF FLUENT FLUENT PLAIN
SITE IS NOT LOCATED WITHIN A WETLAND
SITE DOES NOT REQUIRE A DETENTION POND
SITE HAS NO KNOWN EASEMENTS OR PIPELINE EASEMENTS
ALL SITE ROUTES TO BE ACCESSIBLE THROUGHOUT
RESERVE AT SULPHUR SPRINGS
waco, texas

building 'A' third floor plan - 05
2ND FLOOR GROSS FLOOR AREA: 8,533 SF
NET RENTABLE AREA: 5,781 SF
CIRCULATION: 2,207 SF
COMMON AREA: 507 SF
EMPLOYEE AREA: 38 SF

SHADE INDICATES DESIGNATED ACCESSIBLE OR SIGHT & HEATING UNIT

second floor plan
1/8" = 1'-0"

RESERVE AT SULPHUR SPRINGS
sulphur springs, texas

building 'B' second floor plan - 07
1 BR / 1 BATH TYPE 1A
ACCESSIBLE UNIT
NET RENTABLE AREA: 715 SF
REFER TO 1 BEDROOM TYPE 1B / 1C FOR SIGHT & HEARING IMPAIRED UNITS.

RESERVE AT SULPHUR SPRINGS
sulphur springs, texas

1 bedroom type 1A accessible - unit plan - 12
RESERVE AT SULPHUR SPRINGS
sulphur springs, texas

1 bedroom type 1B & 1C - unit plan - 12

1 BR / 1 BATH TYPE 1B & 1C

NET RENTABLE AREA: 715 SF

THE 1 BEDROOM TYPE 1C SIGHT & HEARING IMPAIRED UNITS ARE SIMILAR TO THE 1 BEDROOM TYPE 1B UNIT SHOWN. ALL SIGHT & HEARING UNITS TO INCLUDE THE ELEMENTS PRESCRIBED IN ICCANSI A117.1-2009 SECTION 1006 "UNITS WITH ACCESSIBLE COMMUNICATION FEATURES."

floor plan

3/16" = 1'-0"
2 BR / 2 BATH TYPE 2B & 2C

NET RENTABLE AREA: 909 SF

THE 2 BEDROOM TYPE 1C SIGHT & HEARING IMPAIRED UNITS ARE SIMILAR TO THE 1 BEDROOM TYPE 1B UNIT EXCEPT ALL SIGHT & HEARING UNITS TO INCLUDE THE ELEMENTS PRESCRIBED IN ICC/ANSI A117.1-2009 SECTION 1006 "UNITS WITH ACCESSIBLE COMMUNICATION FEATURES".
**EXTERIOR FINISHES PERCENTAGES**

TOTAL BUILDING:
36% BRICK
64% FIBER CEMENT SIDING

*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY INTO CONCRETE SPLASH BLOCKS OR BE PIPE D TO AN APPROPRIATE LOCATION.*

**EXTERIOR FINISH LEGEND**

- HATCHING INDICATES FACE BRICK VENEER (BR-1)
- HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (F-1)
- HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (F-2)

---

RESERVE AT SULPHUR SPRINGS
sulphur springs, texas

building type 'A' elevations - 15

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EXTERIOR FINISHES PERCENTAGES

TOTAL BUILDING:
36% BRICK
64% FIBER CEMENT SIDING

*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.

EXTERIOR FINISH LEGEND

- HATCHING INDICATES FACE BRICK VENEER (BR-1)
- HATCHING INDICATES FIBER CEMENT HORIZONTAL LAP SIDING (S-1)
- HATCHING INDICATES FIBER CEMENT SMOOTH SIDING (S-2)

rear elevation

side elevation
**Front Elevation**

**Rear Elevation**

**Side Elevation**

**Exterior Finishes Percentages**

Total Building:
- 35% Brick
- 65% Fiber Cement Siding

*Note: All gutters and downspouts will either empty onto concrete splash blocks with a positive slope away from the building or will be piped to an appropriate location.*

**Exterior Finish Legend**

- Hatching indicates face brick veneer (BR-1)
- Hatching indicates fiber cement horizontal lap siding (S-1)
- Hatching indicates fiber cement smooth siding (S-2)
Specifications and Building/Unit Type Configuration
### 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 7 through AF.

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

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Construction</td>
<td>☐</td>
</tr>
<tr>
<td>SRO</td>
<td>☐</td>
</tr>
<tr>
<td>Transitional (per §42(f)(3)(B))</td>
<td>☑</td>
</tr>
<tr>
<td>Duplex</td>
<td>☐</td>
</tr>
<tr>
<td>Scattered Site</td>
<td>☐</td>
</tr>
<tr>
<td>Fourplex</td>
<td>☑</td>
</tr>
<tr>
<td>&gt; 4 Units Per Building</td>
<td>☐</td>
</tr>
<tr>
<td>Townhome</td>
<td>☐</td>
</tr>
</tbody>
</table>

#### Development will have:

| Fire Sprinklers | ☑ |
| Elevators | 2 |
| # of Elevators | 2500 |
| Wt. Capacity |  |

#### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Detached Garage Spaces</td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>Uncovered Spaces</td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
</tr>
</tbody>
</table>

#### Floor Composition/Wall Height:

- 100% Carpet/Vinyl/Resilient Flooring
- 90" Ceiling Height
- 60% Ceramic Tile
- 40% Other

Describe: [blank]

---

You are not required to distinguish the HC or AV Units from other Units that are the same size/floor plan.

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Number of Buildings</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Unit Type

<table>
<thead>
<tr>
<th>Unit Type</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>2A/B/C 1 1 715</td>
<td>33 9</td>
<td>42</td>
<td>30,030</td>
</tr>
<tr>
<td>2A/B/C 2 2 909</td>
<td>18 12</td>
<td>30</td>
<td>27,270</td>
</tr>
</tbody>
</table>

**Totals:** 51 21

**Net Rentable Square Footage from Rent Schedule:** 57,300

---

**Common Area Square Footage (as specified on Architect Certification):**

- Total development Common Area as specified on Architect Certification: [blank]
- Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: [blank]
- The lesser of these two numbers added to NRA: [blank]
- Use this number to figure points under 11.9(e)(2): 57,300

---

2/22/2020
## 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 T through AF.

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

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>Fourplex</th>
<th>&gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
</table>

### Development will have:

<table>
<thead>
<tr>
<th>Fire Sprinklers</th>
<th>Elevators</th>
<th># of Elevators</th>
<th>2500</th>
<th>Wt. Capacity</th>
</tr>
</thead>
</table>

### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<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>
</tr>
</thead>
</table>

### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>% Ceramic Tile</th>
<th>% Other</th>
<th>Describe:</th>
</tr>
</thead>
</table>

### Building Label

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A</th>
<th>B</th>
<th>Total # of Residential Buildings</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories</td>
<td>3</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Buildings</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of # of</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>1A/8/C</td>
<td>1</td>
<td>715</td>
<td>33</td>
<td>9</td>
</tr>
<tr>
<td>1A/8/C</td>
<td>2</td>
<td>909</td>
<td>18</td>
<td>12</td>
</tr>
</tbody>
</table>

### Totals

| Totals | 51 | 21 | - | - | - | - | - | - | - | 72 | 57,300 |

### Information below to be used by Supportive Housing Applicants only.

- **Total development Common Area as specified on Architect Certification:**

- **Net Rentable Square Footage from Rent Schedule:** 57,300

- **Common Area Square Footage (as specified on Architect Certification):** 57,300

- **Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square feet of Common Area claimed must be conditioned space.**

- **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)(1)

57,300

7/25/2020
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.

<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>72</td>
<td>5%</td>
<td>3.6</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>1 Bed/1 Bath</td>
<td>42</td>
<td>5%</td>
<td>2.1</td>
<td>2.1</td>
<td>3</td>
</tr>
<tr>
<td>2 Bed/2 Bath</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>72</td>
<td>3.6</td>
<td>3.6</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

---

<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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]  
Kirk Paisley  
Printed Name  
BDCL Architects, PC  
Firm Name (If applicable)

Date: 2-19-20

2/11/2020
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>72</td>
<td>2%</td>
<td>1.44</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1 Bed/1 Bath</td>
<td>42</td>
<td>2%</td>
<td>0.84</td>
<td>1</td>
<td>1</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></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>2</td>
<td>2</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></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented as 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]
Kirk Paisley
Printed Name
BDCL Architects, PC
Firm Name (If applicable)

Date: 2-19-20

7/11/2020
23c Accessible Parking Calculation
Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

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

Instructions for Submitting Accessible Parking Information

When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). 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 and/or groups of amenities in close proximity that share a single APS. In the space to the right, 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 will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

<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>Children's Playscape</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>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 1

2/11/2020
# Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development: 72

Total surface parking spaces (including non-residential): 121

Total carports (including non-residential): 0

Total garages (including non-residential): 0

Total parking spaces of all types: 121

Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 1

Total of all types of parking spaces that serve dwelling units: 120

APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 4

Parking spaces that serve dwelling units in excess of one per unit (if applicable): 48

APSs required in excess of one per mobility accessible unit: 1

**Total APSs required (including dwelling units and facilities/amenities):** 6

---

**Distribution of APSs Among the Various Types of Parking**

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.

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

**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:** Kirk Paisley  
**Date:** 2-19-20

**Printed Name:** Kirk Paisley  
**Firm Name (if applicable):** BDCL Architects, PC

---

2/11/2020
Rent Schedule
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(A) x (B)</td>
<td>(A) x (B)</td>
<td>(E) x (A) x (E)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>715</td>
<td>2,145</td>
</tr>
<tr>
<td>TC 50%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>715</td>
<td>5,720</td>
</tr>
<tr>
<td>TC 60%</td>
<td>31</td>
<td>1</td>
<td>1.0</td>
<td>715</td>
<td>22,165</td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>909</td>
<td>2,727</td>
</tr>
<tr>
<td>TC 50%</td>
<td>7</td>
<td>2</td>
<td>2.0</td>
<td>909</td>
<td>6,363</td>
</tr>
<tr>
<td>TC 60%</td>
<td>20</td>
<td>2</td>
<td>2.0</td>
<td>909</td>
<td>18,180</td>
</tr>
</tbody>
</table>

**RENT LIMITS**

<table>
<thead>
<tr>
<th>AMFI %</th>
<th>Number of Bedrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td>20</td>
<td>$212</td>
</tr>
<tr>
<td>30</td>
<td>$318</td>
</tr>
<tr>
<td>40</td>
<td>$424</td>
</tr>
<tr>
<td>50</td>
<td>$530</td>
</tr>
<tr>
<td>60</td>
<td>$636</td>
</tr>
<tr>
<td>70</td>
<td>$742</td>
</tr>
<tr>
<td>80</td>
<td>$848</td>
</tr>
</tbody>
</table>

Non Rental Income $10.00 per unit/month for: Late fees, pet deposits 720
Non Rental Income $0.00 per unit/month for: PETS, rental concessions
Non Rental Income $0.00 per unit/month for: Other

TOTAL NONRENTAL INCOME $10.00 per unit/month 720

= POTENTIAL GROSS MONTHLY INCOME 44,504

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (3,338)
- Rental Concessions (enter as a negative number) Enter as a negative value

= EFFECTIVE GROSS MONTHLY INCOME 41,166

x 12 = EFFECTIVE GROSS ANNUAL INCOME 493,994

If a revised form is submitted, date of submission: 2/22/2020
## Rent Schedule (Continued)

### HOUSING

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
</tr>
</tbody>
</table>
| TC30%   | 8%         | 8% 6  
| TC40%   | 0          |
| TC50%   | 21%        | 21% 15 
| TC60%   | 71%        | 71% 51 
| TC70%   | 0          |
| TC80%   | 0          |

**TAX CREDITS**

<table>
<thead>
<tr>
<th>Li</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Li Total</td>
<td>72</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>Total HTC Units</td>
<td>72</td>
</tr>
</tbody>
</table>

### DIRECT LOAN (NHTF)

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

### MORTGAGE REVENUE

<table>
<thead>
<tr>
<th>Li</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
</tr>
</tbody>
</table>

### BOND

<table>
<thead>
<tr>
<th>Li</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)

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

### OTHER

<table>
<thead>
<tr>
<th>Li</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0</td>
</tr>
</tbody>
</table>

### BEDROOMS

<table>
<thead>
<tr>
<th>Li</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>4</td>
</tr>
<tr>
<td>5</td>
</tr>
</tbody>
</table>

### Costs

- **ACQUISITION + HARD**
  - Cost Per Sq. Ft: $138.66
- **HARD**
  - Cost Per Sq. Ft: $138.66
- **BUILDING**
  - Cost Per Sq. Ft: $100.72

---

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Utility Allowances
**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(6). 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>$14.48</td>
<td>$15.62</td>
<td></td>
<td></td>
<td></td>
<td>Utility Model (2/13/20) Approved by</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$2.84</td>
<td>$4.11</td>
<td></td>
<td></td>
<td></td>
<td>Utility Model (2/13/20) Approved by</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$10.71</td>
<td>$14.91</td>
<td></td>
<td></td>
<td></td>
<td>Utility Model (2/13/20) Approved by</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$5.93</td>
<td>$8.22</td>
<td></td>
<td></td>
<td></td>
<td>Utility Model (2/13/20) Approved by</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$6.68</td>
<td>$8.52</td>
<td></td>
<td></td>
<td></td>
<td>Utility Model (2/13/20) Approved by</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$-</td>
<td>$41.00</td>
<td>$52.00</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

Please note, this is new construction and will be energy efficient, we have elected to use the Green Choice version of the UA models approved by TDHCA.

If a revised form is submitted, date of submission: 

---

Date: 2/20/20
February 13, 2020

Isabelle Atkinson
Structure Development
Austin, TX
isabelle@structuretexas.com

RE: 2020 HTC Application – proposed site located in Sulphur Springs, Texas

Dear Ms. Atkinson:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2020 Housing Tax Credit (HTC), located in Sulphur Springs, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Apartments (5+ units).

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

The Department has calculated both the Green Discount and the non-Green Discount results for application purposes; however, to utilize the Green Discount allowance for leasing activities, the Owner must evidence that the Units and buildings have met the Green Discount elected when the request is submitted. Please note that although we have provided both utility allowances, the Department’s Real Estate Analysis division will determine which one is the most appropriate to use for underwriting purposes.
Please see attached schedule dated February 13, 2020. 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 Cara Pollei toll free in Texas at (800) 613-8201, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei
Compliance Monitor
<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Reserve at Sulphur Springs</th>
<th>Monthly Dollar Allowances</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>ENERGY STAR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Locality</td>
<td></td>
</tr>
<tr>
<td></td>
<td>U.S. Department of Housing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and Urban Development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Office of Public and Indian Housing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please note, this is new construction and will be energy efficient, we have elected to use the Green Choice version of the UA</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Larger Apartment Bldgs. (5+ units)</td>
<td>2/13/2020</td>
</tr>
<tr>
<td>Utility or Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space Heating</td>
<td>Natural Gas</td>
<td></td>
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<tr>
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<td>Bottled Gas</td>
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</tr>
<tr>
<td></td>
<td>Electric Resistance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fuel Oil</td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td>Natural Gas</td>
<td>$2.41 $2.84 $4.11 $5.38 $6.64 $7.91</td>
</tr>
<tr>
<td></td>
<td>Bottled Gas</td>
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</tr>
<tr>
<td></td>
<td>Electric</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>$9.11</td>
<td>$10.71 $14.91 $19.10 $23.29 $27.48</td>
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<tr>
<td>Air Conditioning</td>
<td>$5.04</td>
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<td>Natural Gas</td>
<td>$5.68 $6.68 $8.52 $10.37 $12.21 $14.06</td>
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<td>Bottled Gas</td>
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<td>Electric</td>
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<tr>
<td></td>
<td>Fuel Oil</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
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<tr>
<td>Water</td>
<td></td>
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<tr>
<td>Water</td>
<td></td>
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</tr>
<tr>
<td>Trash Collection</td>
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<tr>
<td>Range/Microwave</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other - specify</td>
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<tr>
<td>Total</td>
<td>$35.80</td>
<td>$40.64 $51.38 $61.87 $72.36 $82.85</td>
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<tr>
<td>Total Allowance (Rounded Up)</td>
<td>$36.00</td>
<td>$41.00 $62.00 $62.00 $73.00 $83.00</td>
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</tbody>
</table>
### Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Reserve at Sulphur Springs  
**Green Discount:** None  
**Unit Type:** Larger Apartment Bldgs. (5+ units)  
**Date:** 2/13/2020

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Natural Gas</th>
<th>Bottled Gas</th>
<th>Electric Resistance</th>
<th>Electric Heat Pump</th>
<th>Fuel Oil</th>
<th>Natural Gas</th>
<th>Bottled Gas</th>
<th>Electric</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14.71</td>
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<td>$2.94</td>
<td>$6.10</td>
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<tr>
<td>Cooking</td>
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<td></td>
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<td>$3.46</td>
<td>$5.01</td>
<td>$3.46</td>
<td>$5.01</td>
<td>$6.56</td>
<td>$9.65</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other Electric</td>
<td>$11.11</td>
<td>$13.06</td>
<td>$18.18</td>
<td>$23.29</td>
<td>$28.40</td>
<td>$33.51</td>
<td>$33.51</td>
<td>$15.60</td>
<td>$18.39</td>
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<tr>
<td>Air Conditioning</td>
<td>$5.61</td>
<td>$7.23</td>
<td>$10.02</td>
<td>$12.81</td>
<td>$15.60</td>
<td>$18.39</td>
<td>$18.39</td>
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<tr>
<td>Water</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$6.92</td>
<td>$8.15</td>
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<td>$10.40</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$17.15</td>
</tr>
</tbody>
</table>

| Water                | $4.18       | $4.72       | $6.82               | $7.36               | $8.64    | $9.92       | $9.92       | $15.60   | $18.39 |

| Total Allowance (Rounded Up) | $42.00     | $48.00     | $61.00              | $74.00              | $87.00   | $100.00     |

Please note, this is new construction and will be energy efficient, we have elected to use the Green Choice version of the UA.
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$6,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$7,200</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$4,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$5,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total General & Administrative Expenses:** $25,200

### Management Fee

**Percent of Effective Gross Income:** 6.00% $29,654

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$50,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$22,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total Payroll, Payroll Tax & Employee Benefits:** $72,000

### 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></td>
</tr>
<tr>
<td>Grounds</td>
<td>$14,400</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$18,000</td>
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<tr>
<td>Repairs</td>
<td>$11,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$7,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total Repairs & Maintenance:** $52,900

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Electric</td>
<td>$9,080</td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>$11,500</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$26,220</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total Utilities:** $46,800

### Annual Property Insurance

**Rate per net rentable square foot:** $0.50 $28,800

### Property Taxes

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$32,400</td>
</tr>
</tbody>
</table>

**Total Property Taxes:** $32,400

### Reserve for Replacements

**Annual reserves per unit:** $250 $18,000

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$2,880</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 (ALL Tax-Exempt Bond Developments)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total Other Expenses:** $2,880

### TOTAL ANNUAL EXPENSES

**Expense per unit:** $4287 $308,634

**Expense to Income Ratio:** 62.48%

### NET OPERATING INCOME (before debt service)

**$185,360**

### Annual Debt Service

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage Payment</td>
<td>$143,892</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL DEBT SERVICE:** Debt Coverage Ratio: 1.29 $143,892

### NET CASH FLOW

**$41,468**

---

If a revised form is submitted, date of submission:
15 Year Rental Housing Operating Pro Forma
15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$525,408</td>
<td>$535,916</td>
<td>$546,634</td>
<td>$557,567</td>
<td>$568,719</td>
<td>$627,911</td>
<td>$693,265</td>
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<td>Secondary Income</td>
<td>$8,640</td>
<td>$8,813</td>
<td>$8,989</td>
<td>$9,169</td>
<td>$9,352</td>
<td>$10,326</td>
<td>$11,400</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$534,048</td>
<td>$544,729</td>
<td>$555,624</td>
<td>$566,736</td>
<td>$578,071</td>
<td>$638,237</td>
<td>$704,665</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($40,054)</td>
<td>($40,855)</td>
<td>($41,672)</td>
<td>($42,505)</td>
<td>($43,355)</td>
<td>($47,868)</td>
<td>($52,850)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$493,994</td>
<td>$503,874</td>
<td>$513,952</td>
<td>$524,231</td>
<td>$534,715</td>
<td>$590,369</td>
<td>$651,815</td>
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<table>
<thead>
<tr>
<th>EXPENSES</th>
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<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
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<tr>
<td>Management Fee</td>
<td>$29,654</td>
<td>$30,247</td>
<td>$30,852</td>
<td>$31,469</td>
<td>$32,098</td>
<td>$35,439</td>
<td>$39,128</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,000</td>
<td>$74,160</td>
<td>$76,385</td>
<td>$78,676</td>
<td>$81,037</td>
<td>$93,944</td>
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<td>Repairs &amp; Maintenance</td>
<td>$52,900</td>
<td>$54,487</td>
<td>$56,122</td>
<td>$57,805</td>
<td>$59,539</td>
<td>$69,023</td>
<td>$80,016</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,080</td>
<td>$9,352</td>
<td>$9,633</td>
<td>$9,922</td>
<td>$10,220</td>
<td>$11,847</td>
<td>$13,734</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$37,720</td>
<td>$38,852</td>
<td>$40,017</td>
<td>$41,218</td>
<td>$42,454</td>
<td>$49,216</td>
<td>$57,055</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$28,800</td>
<td>$29,664</td>
<td>$30,554</td>
<td>$31,471</td>
<td>$32,415</td>
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<tr>
<td>Property Tax</td>
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<td>$33,372</td>
<td>$34,373</td>
<td>$35,404</td>
<td>$36,466</td>
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<td>$49,008</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,463</td>
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<tr>
<td>Other Expenses</td>
<td>$2,880</td>
<td>$2,966</td>
<td>$3,055</td>
<td>$3,147</td>
<td>$3,241</td>
<td>$3,758</td>
<td>$4,356</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$308,634</td>
<td>$317,596</td>
<td>$326,822</td>
<td>$336,318</td>
<td>$346,093</td>
<td>$399,445</td>
<td>$461,110</td>
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</table>

| NET OPERATING INCOME            | $185,360 | $186,278 | $187,130 | $187,913 | $188,623 | $190,924 | $190,705 |

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$143,892</td>
<td>$143,892</td>
<td>$143,892</td>
<td>$143,892</td>
<td>$143,892</td>
<td>$143,892</td>
<td>$143,892</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
<td></td>
<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>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| ANNUAL NET CASH FLOW            | $41,468  | $42,386  | $43,238  | $44,021  | $44,731  | $47,032  | $46,813  |
| CUMULATIVE NET CASH FLOW        | $41,468  | $83,854  | $127,092 | $171,133 | $215,845 | $264,527 | $311,340 |

| Debt Coverage Ratio             | 1.29     | 1.29     | 1.30     | 1.31     | 1.31     | 1.33     | 1.33     |
| Other (Describe)                |          |          |          |          |          |          |          |
| Other (Describe)                |          |          |          |          |          |          |          |

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender
Printed Name
Phone:
Email:
Date

Signature, Authorized Representative, Syndicator
Printed Name
Date

If a revised form is submitted, date of submission:

2/20/20
Off-Site Cost Breakdown
### 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.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**Note:** All contingency must be included in the Contingency line item on the Development Cost Schedule and NOT in the Offsite Cost Breakdown above.

**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>Paving</td>
<td></td>
<td></td>
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<td>Traffic Control</td>
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<tr>
<td>Utilities</td>
<td></td>
<td></td>
<td></td>
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</tr>
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<td>Water Bore/Tunneling</td>
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<td></td>
<td>$51,500.00</td>
</tr>
</tbody>
</table>

\[Signature of Registered Engineer responsible for Budget Justification\]

\[David Greer\]

\[Printed Name\]

\[26-Feb-20\]

\[Date\]

\[Seal\]

\[State of Texas\]

\[David A. Greer\]

\[109928\]

\[Professional Engineer\]

\[02-04-2020\]
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 construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:

- if based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- if based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

***This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.***

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>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>
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</thead>
<tbody>
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<td><strong>Grading</strong></td>
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<td>Rough Grading</td>
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<tr>
<td>Fine Grading</td>
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<td><strong>Paving</strong></td>
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<td>Concrete Site Paving (SF)</td>
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<td>$144,800.00</td>
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<td>$3,500.00</td>
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<td>$26,000.00</td>
<td>$3,500.00</td>
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<tr>
<td><strong>Utilities</strong></td>
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<td>On-Site Water Line</td>
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<td><strong>Misc Site Improvements</strong></td>
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<td>Decorative Masonry</td>
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<tr>
<td><strong>Total</strong></td>
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<td></td>
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<td></td>
<td></td>
<td>$702,725</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

David Greer
Printed Name
25-Feb-20
Date
Development Cost Schedule
### Development Cost Schedule

*This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below.*

| TOTAL DEVELOPMENT SUMMARY |  |
|---------------------------|--
| **Total Cost** | **Eligible Basis (If Applicable)** |
| **Acquisition** | **Acq.** | **New/Rehab.** |
| Site acquisition cost | 170,000 |  |
| Existing building acquisition cost |  |  |
| Closing costs & acq. legal fees |  |  |
| Other (specify) - see footnote 1 |  |  |
| Other (specify) - see footnote 1 |  |  |
| **Subtotal Acquisition Cost** | **$170,000** | **$0** | **$0** |
| **Off-Sites** | **$51,500** | **$0** | **$0** |
| Off-site concrete |  |  |
| Storm drains & devices | 29,000 |  |
| Water & fire hydrants |  |  |
| Off-site utilities |  |  |
| Sewer lateral(s) |  |  |
| Off-site paving | 22,500 |  |
| Off-site electrical |  |  |
| Other (specify) - see footnote 1 |  |  |
| Other (specify) - see footnote 1 |  |  |
| **Subtotal Off-Sites Cost** |  |  |
| **Site Work** |  |  |
| Demolition |  |  |
| Asbestos Abatement (Demolition Only) |  |  |
| Detention |  |  |
| Rough grading | 53,500 | 53,500 |
| Fine grading | 66,000 | 66,000 |
| On-site concrete | 163,800 | 163,800 |
| On-site electrical | 125,000 | 125,000 |
| On-site paving | 0 |  |
| On-site utilities | 178,625 | 178,625 |
| Decorative masonry | 64,300 | 64,300 |
| Bumper stops, striping & signs | 25,500 | 25,500 |
| Misc Site Work | 26,000 | 26,000 |
| **Subtotal Site Work Cost** | **$702,725** | **$0** | **$702,725** |
| **Site Amenities** |  |  |
| Landscaping | 100,000 | 100,000 |
| Pool and decking | 80,000 | 80,000 |
| Athletic court(s), playground(s) | 15,000 | 15,000 |
| Fencing | 50,000 | 50,000 |
| Other (specify) - see footnote 1 |  |  |
| **Subtotal Site Amenities Cost** | **$245,000** | **$0** | **$245,000** |
| **Building Costs** |  |  |
| Concrete | 603,434 | 603,434 |
| Masonry | 145,492 | 145,492 |
| Metals | 108,200 | 108,200 |
| Woods and Plastics | 588,773 | 588,773 |
| Thermal and Moisture Protection | 182,168 | 182,168 |
| Roof Covering | 107,000 | 107,000 |
| Doors and Windows | 207,620 | 207,620 |

---

**NOTE:**

*ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).*

---

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below.

---

Eligible Basis (If Applicable)

- **Site acquisition cost:** 170,000
- **Closing costs & acq. legal fees:** 0
- **Other (specify) - see footnote 1:** 0
- **Subtotal Acquisition Cost:** $170,000

- **Off-site concrete:** 0
- **Storm drains & devices:** 29,000
- **Water & fire hydrants:** 0
- **Off-site utilities:** 0
- **Sewer lateral(s):** 0
- **Off-site paving:** 22,500
- **Off-site electrical:** 0
- **Other (specify) - see footnote 1:** 0
- **Subtotal Off-Sites Cost:** $51,500

- **Demolition:** 0
- **Asbestos Abatement (Demolition Only):** 0
- **Detention:** 0
- **Rough grading:** 53,500
- **Fine grading:** 66,000
- **On-site concrete:** 163,800
- **On-site electrical:** 125,000
- **On-site paving:** 0
- **On-site utilities:** 178,625
- **Decorative masonry:** 64,300
- **Bumper stops, striping & signs:** 25,500
- **Misc Site Work:** 26,000
- **Subtotal Site Work Cost:** $702,725

- **Landscaping:** 0
- **Pool and decking:** 0
- **Athletic court(s), playground(s):** 0
- **Fencing:** 0
- **Other (specify) - see footnote 1:** 0
- **Subtotal Site Amenities Cost:** $245,000

- **Concrete:** 0
- **Masonry:** 0
- **Metals:** 0
- **Woods and Plastics:** 0
- **Thermal and Moisture Protection:** 0
- **Roof Covering:** 0
- **Doors and Windows:** 0

Self Score Total: 121
<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
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<td>Finishes</td>
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<tr>
<td>Specialties</td>
<td>134,618</td>
<td>134,618</td>
</tr>
<tr>
<td>Equipment</td>
<td>165,706</td>
<td>165,706</td>
</tr>
<tr>
<td>Furnishings</td>
<td>373,520</td>
<td>373,520</td>
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<tr>
<td>Special Construction</td>
<td>380,000</td>
<td>380,000</td>
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<tr>
<td>Conveying Systems (Elevators)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
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<td>806,454</td>
</tr>
<tr>
<td>Electrical</td>
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<tr>
<td>Detached Community Facilities/Building</td>
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<td>250,000</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
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<td></td>
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<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
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<td></td>
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<tr>
<td>Structured Parking</td>
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<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Building Costs</strong></td>
<td><strong>$5,638,278</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>Total Building Costs &amp; Site Work</strong></td>
<td><strong>$6,586,003</strong></td>
<td><strong>$0</strong></td>
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<tr>
<td><strong>Contingency</strong></td>
<td><strong>5.00%</strong></td>
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<tr>
<td><strong>Total Hard Costs</strong></td>
<td><strong>$6,969,378</strong></td>
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</tr>
<tr>
<td><strong>Total Contractor Fees</strong></td>
<td><strong>$975,713</strong></td>
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<td><strong>Total Construction Contract</strong></td>
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<td><strong>Voluntary Eligible &quot;Hard Costs&quot; (After 11.9(e)(2))</strong></td>
<td><strong>$109.19 psf</strong></td>
<td><strong>$6,256,587</strong></td>
</tr>
</tbody>
</table>

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

**SOFT COSTS**

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<th>Category</th>
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<th>After 11.9(e)(2)</th>
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<tbody>
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<td>Architectural - Design fees</td>
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<tr>
<td>Architectural - Supervision fees</td>
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<tr>
<td>Engineering fees</td>
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<tr>
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<td>Accounting fees</td>
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<td>Impact Fees</td>
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<tr>
<td>Building permits &amp; related costs</td>
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2/28/2020
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<thead>
<tr>
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<td>Marketing</td>
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<tr>
<td>Hazard &amp; liability insurance</td>
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<tr>
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<tr>
<td>FF&amp;E</td>
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**FINANCING:**

**CONSTRUCTION LOAN(S)**

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<td>Title &amp; recording fees</td>
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<tr>
<td>Discount Points</td>
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**PERMANENT LOAN(S)**

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<tr>
<td>Title &amp; recording fees</td>
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</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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<td>Credit report</td>
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<td>Discount points</td>
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<td>Other (specify) - see footnote 1</td>
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**BRIDGE LOAN(S)**

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</thead>
<tbody>
<tr>
<td>Interest</td>
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</tr>
<tr>
<td>Loan origination fees</td>
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</tr>
<tr>
<td>Title &amp; recording fees</td>
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<td></td>
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</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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**OTHER FINANCING COSTS**

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<th>Other (specify) - see footnote 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td>50,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td><strong>$704,848</strong></td>
<td><strong>$0</strong></td>
<td><strong>$426,513</strong></td>
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</tbody>
</table>

**DEVELOPER FEES**

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
<th></th>
<th>Other (specify) - see footnote 1</th>
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</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/28/2020
General & administrative
Profit or fee
Subtotal Developer Fees 15.00%

<table>
<thead>
<tr>
<th>RESERVES</th>
<th>(new funds)</th>
<th>(existing reserves)</th>
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<tbody>
<tr>
<td>Rent-up</td>
<td>$70,000</td>
<td>$0</td>
</tr>
<tr>
<td>Operating</td>
<td>$224,639</td>
<td>$0</td>
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<tr>
<td>Replacement</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Escrows</td>
<td>$0</td>
<td>$0</td>
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</table>

Subtotal Reserves $294,639 $0 $0

*Any existing reserve amounts should be listed on the Schedule of Sources.

TOTAL HOUSING DEVELOPMENT COSTS $11,446,909 $0 $8,722,431

The following calculations are for HTC Applications only.

Deduct From Basis:

<table>
<thead>
<tr>
<th></th>
<th>(new funds)</th>
<th>(existing reserves)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal grants</td>
<td>$0</td>
<td>$8,722,431</td>
</tr>
<tr>
<td>Non-qualified non-recourse financing</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Non-qualified portion of higher quality units</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Historic Credits (residential portion only)</td>
<td>$0</td>
<td>$0</td>
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Total Eligible Basis $0 $8,722,431

**High Cost Area Adjustment (100% or 130%)**

<table>
<thead>
<tr>
<th></th>
<th>$0</th>
<th>130%</th>
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</thead>
<tbody>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
<td>$11,339,160</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>100%</td>
<td>9.00%</td>
</tr>
</tbody>
</table>

Total Qualified Basis $11,339,160 $0 $11,339,160

Credit Request (from 17. Development Narrative) $1,020,524 $0 $1,020,524

Requested Score for 11.9(e)(2) 12

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate: **Justin Gregory**

Phone Number for Contact: **(513) 964-1152**

If a revised form is submitted, date of submission: **2/28/2020**
Financing Narrative and Summary of Sources and Uses
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Parm. (Repayable)</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>PNC Bank, N.A.</td>
<td>$10,000,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>PNC Bank, N.A.</td>
<td>HTC</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Grant</td>
<td>$11.94 (2LPS Contribution)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>MVAH Development LLC</td>
<td>$527,001</td>
<td>$247,829</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</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).

PNC Bank will provide the construction loan for the Reserve at Sulphur Springs in the amount of $10,000,000. The interest rate for the construction loan will be 5.00% and the loan term will be 24 months. The lender will have a first lien deed of trust on the land and improvements. PNC Bank will provide the permanent mortgage (first lien position) in the amount of $2,000,000. The interest rate will be 6.00%, amortized over a 30-year period, with a 30-year term. The equity will be advanced from PNC Bank in the amount of $9,199,080. The exact amount may be adjusted based on adjusters as to be completely defined in the final closing documents. The syndication proceeds are based on a price of $0.92 per dollar of tax credits, use of the 9% rate, a 130% basis boost, and a 99.99% interest, applied to the projected allocation of $1,000,000. Timing will be contingent on PNC Bank processing due diligence necessary for the commitment and closing of financing. Any

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. (Continued from Above) of the developer fee to make the development financially feasible. The payment of the developer note will be based on the cash flow of the development and will not bear interest. It is anticipated that the deferred developer fee (currently projected at $247,829) will be paid prior to the term of 15 years from the date in service date of the development. The replacement reserve for Reserve at Sulphur Springs will be $250/unit annually and will be utilized for repairing and maintaining capital improvements on the development site. Specifically relating to maintaining a quality affordable housing community that will be a benefit to the citizens of Texas.

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).

There are no operating subsidies or project based assistance currently identified for Reserve at Sulphur Springs. There are no approvals or applications necessary for operating items necessary for the closing of financing of Reserve at Sulphur Springs. All rents are tax credit rents that will be paid by the resident or a section 8 housing choice voucher that is not tied to the specific unit being rented, but the resident. All rents are outlined on the Rent Schedule.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

---

**Signature, Authorized Representative, Construction or Permanent Lender**  
**Printed Name**  
**Date**

**Telephone:**  
**Email address:**

If a revised form is submitted, date of submission:  
2/27/2020
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
<th>Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate</td>
<td>Amortization</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PNC Bank, N.A.</td>
<td>$10,000,000</td>
<td>$ 2,000,000</td>
<td>6.00%</td>
<td>30</td>
</tr>
</tbody>
</table>

### Third Party Equity

| PNC Bank, N.A.        | HTC                 | $ 1,000,000 | $ 919,908 | $ 9,199,080 | 0.92     |

### Grant

| $11,966(2M3) Contribution |

### Deferred Developer Fee

| MVVAH Development LLC | $ 527,001 | $ 247,829 | 0% | 12 | 2 |

### Other

| Direct Loan Match |

### Total Sources of Funds

| $ 11,446,909 |

### Total Uses of Funds

| $ 11,446,909 |

### 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

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).

PNC Bank will provide the construction loan for the Reserve at Sulphur Springs in the amount of $10,000,000. The interest rate for the construction loan will be 5.00% and the loan term will be 24 months. The lender will have a first lien deed of trust on the land and improvements. PNC Bank will provide the permanent mortgage (first lien position) in the amount of $2,000,000. The interest rate will be 6.00%, amortized over a 30-year period, with a 30-year term. The equity will be advanced from PNC Bank in the amount of $9,199,080. The exact amount may be adjusted based on adjusters as to be completely defined in the final closing documents. The syndication proceeds are based on a price of $.92 per dollar of tax credits, use of the 9% rate, a 130% basis boost, and a 99.99% interest, applied to the projected allocation of $1,000,000. Timing will be contingent on PNC Bank processing due diligence necessary for the commitment and closing of financing. Any shortfall between the sources and uses of funds will be filled by the developer deferring a portion of the funds.

### Describe the replacement reserves

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.

### [Continued from Above]

of the developer fee to make the development financially feasible. The payment of the developer note will be based on the cash flow of the development and will not bear interest. It is anticipated that the deferred developer fee (currently projected at $247,829) will be paid prior to the term of 15 years from the placed in service date of the development. The replacement reserve for Reserve at Sulphur Springs will be $250/unit annually and will be utilized for repairing and maintaining capital improvements on the development site. Specifically relating to maintaining a quality affordable housing community that will be a benefit to the citizens of Texas.

### Describe the operating items

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.

There are no operating subsidies or project based assistance currently identified for Reserve at Sulphur Springs. There are no approvals or applications necessary for operating items necessary for the closing of financing of Reserve at Sulphur Springs. All rents are tax credit rents that will be paid by the resident or a section 8 housing choice voucher that is not tied to the specific unit being rented, but the resident. All rents are outlined on the Rent Schedule.

### By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

signature, Authorized Representative, Construction or Permanent Lender

Ryan Edwards

Date: 2/21/2020

Telephone: 502-581-2640

Email address: Ryan.L.Edwards@PNC.com

If a revised form is submitted, date of submission: 2/20/20
32

Financial Capacity (MFDL Only)

NOT APPLICABLE
Match Funds (MFDL Only)

NOT APPLICABLE
Finance Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

**Self Score Total:** 121

#### 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:** 26

#### 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. **26**

**Total Points Claimed:** 26

#### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- [ ] Percent of Units restricted to serve households at or below 30% of AMGI **8.3333%**
- [ ] HTC funding request as a percent of Total Housing Development Cost **8.74%**

**Eligibility for points:**

- [ ] Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding **0**
- [ ] Housing Tax Credit Request **3**
- [ ] Housing Tax Credit Request **2**
- [ ] Housing Tax Credit Request **1**

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3
Supporting Documents
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP§11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>SECONDARY INCOME</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$525,408</td>
<td>$8,640</td>
<td>$534,048</td>
<td>($40,054)</td>
<td>$493,994</td>
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<tr>
<td>2</td>
<td>$535,916</td>
<td>$8,813</td>
<td>$544,729</td>
<td>($40,855)</td>
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<tr>
<td>3</td>
<td>$546,634</td>
<td>$8,989</td>
<td>$555,624</td>
<td>($43,238)</td>
<td>$513,952</td>
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<tr>
<td>4</td>
<td>$557,567</td>
<td>$9,169</td>
<td>$566,736</td>
<td>($41,672)</td>
<td>$524,231</td>
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<tr>
<td>5</td>
<td>$568,719</td>
<td>$9,352</td>
<td>$578,071</td>
<td>($42,505)</td>
<td>$534,715</td>
</tr>
<tr>
<td>10</td>
<td>$627,911</td>
<td>$10,326</td>
<td>$683,237</td>
<td>($47,860)</td>
<td>$651,815</td>
</tr>
<tr>
<td>15</td>
<td>$693,265</td>
<td>$11,400</td>
<td>$704,665</td>
<td>($52,850)</td>
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### 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>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$29,654</td>
<td>$30,247</td>
<td>$30,852</td>
<td>$31,469</td>
<td>$32,098</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,000</td>
<td>$74,160</td>
<td>$76,385</td>
<td>$78,676</td>
<td>$81,037</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$52,900</td>
<td>$54,487</td>
<td>$56,122</td>
<td>$57,805</td>
<td>$59,539</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,080</td>
<td>$9,352</td>
<td>$9,633</td>
<td>$9,922</td>
<td>$10,220</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$37,720</td>
<td>$38,852</td>
<td>$40,017</td>
<td>$41,218</td>
<td>$42,454</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$28,800</td>
<td>$29,664</td>
<td>$30,554</td>
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<tr>
<td>Property Tax</td>
<td>$32,400</td>
<td>$33,372</td>
<td>$34,373</td>
<td>$35,404</td>
<td>$36,466</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,880</td>
<td>$2,966</td>
<td>$3,055</td>
<td>$3,147</td>
<td>$3,241</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$308,634</td>
<td>$317,596</td>
<td>$326,822</td>
<td>$336,318</td>
<td>$346,093</td>
</tr>
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### NET OPERATING INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>NET OPERATING INCOME</th>
</tr>
</thead>
<tbody>
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<td>1</td>
<td>$185,360</td>
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<tr>
<td>2</td>
<td>$186,278</td>
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<td>3</td>
<td>$187,130</td>
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<td>4</td>
<td>$187,913</td>
</tr>
<tr>
<td>5</td>
<td>$188,623</td>
</tr>
<tr>
<td>10</td>
<td>$190,924</td>
</tr>
<tr>
<td>15</td>
<td>$192,705</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<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>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$143,892</td>
<td>$143,892</td>
<td>$143,892</td>
<td>$143,892</td>
<td>$143,892</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ANNUAL NET CASH FLOW

<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>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$41,468</td>
<td>$42,386</td>
<td>$43,238</td>
<td>$44,021</td>
<td>$44,731</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$41,468</td>
<td>$83,854</td>
<td>$127,092</td>
<td>$171,113</td>
<td>$215,843</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

<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>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.29</td>
<td>1.29</td>
<td>1.30</td>
<td>1.31</td>
<td>1.33</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under $11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name: Ryan Edwards
Phone: 502-581-2640
Email: Ryan.L.Edwards@PNC.com
Date: 2/21/2020

Signature, Authorized Representative, Syndicator

Printed Name: Ryan Edwards
Date: 2/21/2020

If a revised form is submitted, date of submission: 2/20/20
February 19, 2020

Via Email

Justin Gregory
MVAH Holding, LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

RE: Reserve at Sulphur Springs, LLC (the "Property")
Reserve at Sulphur Springs, Sulphur Springs, Texas (the "Partnership")

Dear Justin,

I am pleased to provide you with PNC Bank’s (the "Lender") proposal to provide a $10,000,000 Construction Loan converting to a $2,000,000 Term Loan (the "Credit Facility") for Reserve at Sulphur Springs, a 72-unit affordable housing development located in Sulphur Springs, Hopkins County, Texas, subject to the following terms and conditions:

In the event the project owner is a limited liability company, the term “Partnership” shall mean “Company”, the term “General Partner” shall mean “Managing Member”, and the term “Limited Partner” shall mean “Investment Member”.

Borrower
Reserve at Sulphur Springs, LLC, a Texas limited liability company (the "Borrower"). The Construction Loan shall be full recourse to the Borrower until conversion to the Term Loan.

Guarantor(s)
Guarantees of completion and repayment during the development period shall be provided by persons or entities acceptable to the Lender. A limited recourse guaranty covering typical carve-outs and environmental issues will be required during the permanent stage.

Credit Facility
Construction Loan: $10,000,000
Term Loan: $2,000,000
Term of Loan

The Construction Loan period will be two years. Upon satisfaction of all of the conditions for converting the construction loan to the Term Loan provided by Lender the Term Loan will be 30 years. The Term Loan will be based on an amortization of thirty (30) years.

<table>
<thead>
<tr>
<th>Interest Rates/ Rate Lock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Loan: One-month LIBOR plus 200bp (floating over term of Construction Loan). As of the date of this letter, the rate is estimated to be 6.00%.</td>
</tr>
<tr>
<td>Term Loan: Approximately 300 basis points over the 10 Year U.S. Treasury Security. The final permanent interest rate will be determined at the time of rate lock, which will occur prior to the construction loan closing. As of the date of this letter, the rate is estimated to be 5.00%</td>
</tr>
</tbody>
</table>

In order to lock the interest rate for the permanent loan, you must provide us with a refundable rate lock deposit equal to 3% of the loan amount. This deposit will be returned following the conversion of the permanent loan, or it will be retained by Lender in the event that the permanent loan does not close. In addition, Borrower must provide a promissory note to Lender at the time of rate lock in the amount of 5% of the permanent loan amount. This note will be secured by a second deed of trust against the Property. The note will be returned to Borrower upon the funding of the permanent loan and the deed of trust will then be released.

Commitment Fees (Paid at Closing)

| Construction Loan: $100,000 |
| Term Loan: $20,000 |

Collateral

The Credit Facilities shall be secured by a first priority fee mortgage on the land associated with the Project and all improvements to be constructed thereon. First priority assignment of leases, rents and income from the Project. First priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents. First priority perfected security interest in all other assets of the Borrower related to the Project.
<table>
<thead>
<tr>
<th>Environmental Indemnity</th>
<th>The Borrower, Guarantor and other persons or entities specified by Lender shall indemnify and hold the Lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisal Reports and Debt Service Coverage</td>
<td>Lender must receive an appraisal report (&quot;Appraisal Report&quot;) satisfactory to it in all respects within 90 days prior to the Construction Loan closing date. The Appraisal Report will be ordered by Lender from an appraisal firm selected by Lender which has either the &quot;M.A.I.&quot; designation or is State Certified. The maximum loan-to-value based upon achievable restricted rents is 90%, and the debt service coverage ratio shall be consistent with Lender's policies.</td>
</tr>
<tr>
<td>Subordinated Debt</td>
<td>In addition to the construction and term loan, subordinated debt will be allowed subject to advance written consent of the Lender. All secondary financing shall be subordinate in all respects to the Lender's loans.</td>
</tr>
<tr>
<td>Conversion Requirements</td>
<td>Before converting to the Term Loan, the Project shall achieve and maintain at a minimum 90% physical occupancy and an annualized 1.15 to 1 debt service coverage on the first mortgage debt and a combined 1.10 to 1 debt service coverage for all debt for a period of 90 consecutive days. Lender may, if necessary, reduce the amount of the Term Loan to that level which produces the required debt service coverage in the event stabilized net operating income is less than projected. The costs of updated third party reports, including an updated appraisal, shall be borne by the Borrower.</td>
</tr>
<tr>
<td>Representation Warranties, and Documentation</td>
<td>Standard representations and warranties, terms and conditions, and loan documents as are typical in this type of financing as may be required by Lender. Borrower will make usual representations and warranties as of the Construction Loan closing and the date of conversion to the Term Loan and in connection with each advance including, but not limited to, corporate existence, compliance with laws, enforceability, true title to properties, environmental protection, no material litigation, ERISA compliance, insurance, absence of default and absence of material adverse change, and availability of low income housing tax credits.</td>
</tr>
<tr>
<td>Closing</td>
<td>Lender's obligation to close the Credit Facilities is subject to the Lender's receipt of all necessary fees and closing costs and review of the following reports and information, all of which are to be in form and substance satisfactory to Lender and which shall be provided no later than ninety (90) days from the date the tax credits are reserved or allocated: plans and specifications and construction</td>
</tr>
</tbody>
</table>
contract (providing for payment and performance bonds as may be required by Lender) approved by Lender's inspecting architect; final budget demonstrating adequate funds to develop the Project from sources acceptable to Lender; Phase I environmental report; title insurance; survey; zoning; permits; opinions of counsel; evidence of reservation or allocation of tax credits; market study demonstrating feasibility satisfactory to Lender; financial statements of, and other information relating to the business activities of, sponsor, developer, guarantors and any principal with a material financial ownership interest in the Project or the foregoing parties, (collectively the "Development Parties"), which is satisfactory to Lender; satisfactory progress and performance of other projects developed by the Development Parties and absence of prior default by any of the Development Parties with respect to any credit or equity facility provided by Lender; and such other information which Lender may require or which are customary in similar transactions.

Loan Call Protection

The executed loan documents will contain prepayment lockout, defeasance, yield maintenance and/or prepayment penalties.

Assignment

Borrower may not assign this Proposal or any interest therein without the consent of the Lender.

Expiration

This firm Proposal shall expire automatically the earlier of June 30, 2020 or when the Borrower is informed that it did not receive an allocation of tax credits, unless extended in writing by Lender.

Lender’s obligation to provide the requested financing is expressly conditioned on the fact that no information submitted to Lender in connection with the Credit Facilities shall prove to be false or misleading in any material respect, and that no bankruptcy, insolvency, receivership, or any other debtor’s relief proceedings shall be commenced by or against the Borrower.

Additionally, we have performed a preliminary review of the creditworthiness of MVAH Partners and its Principals. At this time, PNC Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.
Thank you for the opportunity to be of service to you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Ryan Edwards  
Vice President  
PNC Bank, N.A.

Agreed to and accepted:

[Signature]

MVAH Holding, LLC  
Its. General Partner  
By:  

Name: Brian McGeeby  
Title: Authorized Signer  
Date: 02/24/20
February 19, 2020

Via Email

Justin Gregory
MVAH Holding, LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

RE: Reserve at Sulphur Springs, LLC (the “Property”)
    Reserve at Sulphur Springs, Sulphur Springs, Texas (the "Partnership")

Dear Justin,

I am pleased to provide you with PNC Bank’s (the "Lender") proposal to provide a $10,000,000 Construction Loan converting to a $2,000,000 Term Loan (the "Credit Facility") for Reserve at Sulphur Springs, a 72-unit affordable housing development located in Sulphur Springs, Hopkins County, Texas, subject to the following terms and conditions:

In the event the project owner is a limited liability company, the term “Partnership” shall mean “Company”, the term “General Partner” shall mean “Managing Member”, and the term “Limited Partner” shall mean “Investment Member”.

Borrower

Reserve at Sulphur Springs, LLC, a Texas limited liability company (the "Borrower"). The Construction Loan shall be full recourse to the Borrower until conversion to the Term Loan.

Guarantor(s)

Guarantees of completion and repayment during the development period shall be provided by persons or entities acceptable to the Lender. A limited recourse guaranty covering typical carve-outs and environmental issues will be required during the permanent stage.

Credit Facility

Construction Loan: $10,000,000

Term Loan: $2,000,000
Term of Loan

The Construction Loan period will be two years. Upon satisfaction of all of the conditions for converting the construction loan to the Term Loan provided by Lender the Term Loan will be 30 years. The Term Loan will be based on an amortization of thirty (30) years.

Interest Rates/
Rate Lock

Construction Loan: One-month LIBOR plus 200bp (floating over term of Construction Loan). As of the date of this letter, the rate is estimated to be 5.00%.

Term Loan: Approximately 300 basis points over the 10 Year U.S. Treasury Security. The final permanent interest rate will be determined at the time of rate lock, which will occur prior to the construction loan closing. As of the date of this letter, the rate is estimated to be 6.00%.

In order to lock the interest rate for the permanent loan, you must provide us with a refundable rate lock deposit equal to 3% of the loan amount. This deposit will be returned following the conversion of the permanent loan, or it will be retained by Lender in the event that the permanent loan does not close. In addition, Borrower must provide a promissory note to Lender at the time of rate lock in the amount of 5% of the permanent loan amount. This note will be secured by a second deed of trust against the Property. The note will be returned to Borrower upon the funding of the permanent loan and the deed of trust will then be released.

Commitment Fees
(Paid at Closing)

Construction Loan: $100,000
Term Loan: $20,000

Collateral

The Credit Facilities shall be secured by a first priority fee mortgage on the land associated with the Project and all improvements to be constructed thereon. First priority assignment of leases, rents and income from the Project. First priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents. First priority perfected security interest in all other assets of the Borrower related to the Project.
Environmental Indemnity

The Borrower, Guarantor and other persons or entities specified by Lender shall indemnify and hold the Lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials.

Appraisal Reports and Debt Service Coverage

Lender must receive an appraisal report ("Appraisal Report") satisfactory to it in all respects within 90 days prior to the Construction Loan closing date. The Appraisal Report will be ordered by Lender from an appraisal firm selected by Lender which has either the "M.A.I." designation or is State Certified. The maximum loan-to-value based upon achievable restricted rents is 90%, and the debt service coverage ratio shall be consistent with Lender's policies.

Subordinated Debt

In addition to the construction and term loan, subordinated debt will be allowed subject to advance written consent of the Lender. All secondary financing shall be subordinate in all respects to the Lender's loans.

Conversion Requirements

Before converting to the Term Loan, the Project shall achieve and maintain at a minimum 90% physical occupancy and an annualized 1.15 to 1 debt service coverage on the first mortgage debt and a combined 1.10 to 1 debt service coverage for all debt for a period of 90 consecutive days. Lender may, if necessary, reduce the amount of the Term Loan to that level which produces the required debt service coverage in the event stabilized net operating income is less than projected. The costs of updated third party reports, including an updated appraisal, shall be borne by the Borrower.

Representation Warranties, and Documentation

Standard representations and warranties, terms and conditions, and loan documents as are typical in this type of financing as may be required by Lender. Borrower will make usual representations and warranties as of the Construction Loan closing and the date of conversion to the Term Loan and in connection with each advance including, but not limited to, corporate existence, compliance with laws, enforceability, true title to properties, environmental protection, no material litigation, ERISA compliance, insurance, absence of default and absence of material adverse change, and availability of low income housing tax credits.

Closing

Lender's obligation to close the Credit Facilities is subject to the Lender's receipt of all necessary fees and closing costs and review of the following reports and information, all of which are to be in form and substance satisfactory to Lender and which shall be provided no later than ninety (90) days from the date the tax credits are reserved or allocated: plans and specifications and construction
contract (providing for payment and performance bonds as may be required by Lender) approved by Lender's inspecting architect; final budget demonstrating adequate funds to develop the Project from sources acceptable to Lender; Phase I environmental report; title insurance; survey; zoning; permits; opinions of counsel; evidence of reservation or allocation of tax credits; market study demonstrating feasibility satisfactory to Lender; financial statements of, and other information relating to the business activities of, sponsor, developer, guarantors and any principal with a material financial ownership interest in the Project or the foregoing parties, (collectively the "Development Parties"), which is satisfactory to Lender; satisfactory progress and performance of other projects developed by the Development Parties and absence of prior default by any of the Development Parties with respect to any credit or equity facility provided by Lender; and such other information which Lender may require or which are customary in similar transactions.

Loan Call Protection
The executed loan documents will contain prepayment lockout, defeasance, yield maintenance and/or prepayment penalties.

Assignment
Borrower may not assign this Proposal or any interest therein without the consent of the Lender.

Expiration
This firm Proposal shall expire automatically the earlier of June 30, 2020 or when the Borrower is informed that it did not receive an allocation of tax credits, unless extended in writing by Lender.

Lender's obligation to provide the requested financing is expressly conditioned on the fact that no information submitted to Lender in connection with the Credit Facilities shall prove to be false or misleading in any material respect, and that no bankruptcy, insolvency, receivership, or any other debtor's relief proceedings shall be commenced by or against the Borrower.

Additionally, we have performed a preliminary review of the creditworthiness of MVAAH Partners and its Principals. At this time, PNC Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.
Thank you for the opportunity to be of service to you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Ryan Edwards
Vice President
PNC Bank, N.A.

Agreed to and accepted:

MVAH Holding, LLC
Its. General Partner

By: [Signature]

Name: Brian McGeeby
Title: Authorized Signer
Date: 02/24/20
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MFL Direct Loan Consh. Perf. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MFL Direct Loan Uny. (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>PNC Bank, N.A.</td>
<td>$10,000,000</td>
<td>5.00%</td>
<td>1</td>
</tr>
</tbody>
</table>

### Third Party Equity

| PNC Bank, N.A. | HTC | $1,000,000 | $919,908 | $9,199,080 | 0.92 |

### Grant

$11,966.25 Contribution

### Deferred Developer Fee

| MVHA Development LLC | $533,001 | $247,829 | 12 | 2 |

### Other

| Direct Loan Match |

### Total Sources of Funds

$11,452,909

### Total Uses of Funds

$11,446,909

**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).

PNC Bank will provide the construction loan for the Reserve at Sulphur Springs in the amount of $10,000,000. The interest rate for the construction loan will be 5.00% and the loan term will be 24 months. The lender will have a first lien deed of trust on the land and improvements. PNC Bank will provide the permanent mortgage (first lien position) in the amount of $2,000,000. The interest rate will be 6.00%, amortized over a 30-year period, with a 30-year term. The equity will be advanced from PNC Bank in the amount of $9,199,080. The exact amount may be adjusted based on adjustments as to be completely defined in the final closing documents. The syndication proceeds are based on a price of $0.92 per dollar of tax credits, use of the 9% rate, a 130% basis boost, and a 99.99% interest, applied to the projected allocation of $1,000,000. Timing will be contingent on PNC Bank processing due diligence necessary for the commitment and closing of financing. Any shortfall between the sources and uses of funds will be filled by the developer deferring a portion of the funds.

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.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name**

**Date**

**Telephone**: 502-581-2640

**Email address**: Ryan.L.Edwards@PNC.com

If a revised form is submitted, date of submission: 2/20/20
February 19, 2020

Via Email

Justin Gregory
MVAH Holding, LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

Re: Reserve at Sulphur Springs, LLC (the "Partnership")
    Reserve at Sulphur Springs, Hopkins County, Texas (the "Property")

Dear Justin:

Thank you for the opportunity to present this letter of intent to make an equity investment in your Partnership, subject to preliminary and final investor approval. This letter of intent, which is being provided on a “Best Efforts” basis, outlines certain terms and conditions that would be the basis of a partnership agreement (the “Partnership Agreement”), to be entered into among the general partner(s) listed below, an equity fund sponsored by PNC Bank, National Association (“PNC”), as the limited partner (the “Limited Partner”) and a corporation affiliated with PNC as the special limited partner (the Special Limited Partner”).

Based on the information you provided to us, we have prepared this letter of intent under the following terms and assumptions:

1. PARTNERSHIP TAX CREDITS

Annual Forecasted Tax Credit: $1,000,000

2. CAPITAL CONTRIBUTIONS TO THE GENERAL PARTNER

   A. The Investment Limited Partner and will purchase 99.99% of the forecasted tax credits at a rate of $0.92 per allocated tax credit dollar credit for the federal tax credits (the “Investment Limited Partner’s Capital Contribution”), assuming the foregoing material assumptions are accurate and subject to the terms set forth in this letter and the Partnership Agreement to be entered into prior to payment of any installment below. The total Capital Contribution will be rounded to the nearest dollar and is expected to be $9,199,080 payable in installments. Each installment is due within four (4) business days of the Investment Limited Partner’s receipt and approval of documentation evidencing the satisfaction of the installment’s and all previous installments’ conditions as follows:

   1) $1,839,816 or 20% (the “First Installment”) paid prior to or simultaneously with the closing of construction financing;
   2) $4,599,540 or 50% (“the Second Installment”) upon construction completion;
3) $2,299,770 or 25% ("the Second Installment") upon the latest of 95% physical occupancy, 100% initial tax credit occupancy, cost certification, permanent loan commencement or conversion, or property stabilization;

4) $459,954 or 5% ("the Final Installment") upon receipt of IRS Forms 8609.

B. The Capital Contribution shall be applied by the Partnership first to direct development costs, then to the payment of the development fee (the "Development Fee"). To the extent the Capital Contribution or net cash flow is not sufficient to pay the full Development Fee within ten years of the construction completion date, the General Partner shall be obligated to contribute capital to the Partnership to enable it to pay the remaining balance.

3. DISTRIBUTION OF NET CASH FLOW

A. Net cash flow, generated by the Property after payment of operating expenses, debt service and replacement reserve deposits, shall be distributed within 45 days of the end of the fiscal year, prior to the first full year of operations, 100% to the General Partner, and beginning in the first full year of operations, as follows:

i) To the Investment Limited Partner $75 per unit as a cumulative annual investor services fee, increasing 3% annually;

ii) To the Investment Limited Partner as reimbursement for any debts or liabilities owed to the Investment Limited Partner;

iii) To the developer as payment of the Development Fee until payment in full of the Development Fee;

iv) To the General Partner $150 per unit, as a cumulative annual partnership management fee, increasing 3% annually;

v) To the Investment Limited Partner, to the extent that any Partnership taxable income is allocated to the Investment Limited Partner in any year, cash flow equal to 40% of the taxable income;

vi) To the General Partner as reimbursement for operating deficit loans made to the Partnership and owed to the General Partner;

vii) Finally, any remaining net cash flow shall be distributed 90% to the General Partner and 10% to the Investment Limited Partner.

4. DISTRIBUTION OF NET CASH PROCEEDS UPON SALE OR REFINANCING

A. The net cash proceeds upon sale or refinancing shall be distributed in the following order:

i) To the payment of all debts and liabilities of the Partnership, excluding those owed to Partners, and to the establishment of any required reserves;

ii) To the payment of any debts and liabilities owed to the Investment Limited Partner;

iii) To the payment of any fees, debts, and liabilities owed to the General Partner and any unpaid partnership management fees for such year;
iv) The balance, 90% to the General Partner, and 10% to the Investment Limited Partner.

B. For a period of one year after the expiration of the initial compliance period, the General Partner may commence marketing the Property or may have the option to purchase the Investment Limited Partner’s interest for a purchase price equal to the fair market value of the Investment Limited Partner’s interest. Fair market value shall be determined in accordance with the Partnership Agreement.

At any time after the year following the initial compliance period, PNC and the General Partner may commence marketing the Property. If PNC receives a bona fide offer to purchase the Property, PNC will forward a copy of the offer to the General Partner. If the General Partner chooses to refuse the offer, the General Partner will purchase the Investment Limited Partner’s interest for a purchase price equal to the net proceeds pursuant to Section 5 if the offer had been accepted.

5. DISTRIBUTION OF BENEFITS

Profits, losses and tax credits will be allocated 99.99% to the Investment Limited Partner based on the percentage of limited partner interest to be acquired. In the first year of operations when the net cash flow is allocated 100% to the General Partner, any taxable income will be allocated to the General Partner in the same proportion as the net cash flow distribution.

6. GENERAL PARTNER OBLIGATIONS

A. Construction Completion Obligations

The General Partner and the Developer shall guarantee lien-free construction completion of all improvements substantially in accordance with the approved plans and specifications. The General Partner and the Developer shall fund any development cost overruns through permanent loan(s) commencement/conversion and such overruns will not be reimbursed by the Partnership.

The General Partner shall provide copies of each draw request, change orders and all supporting documentation to the Investment Limited Partner simultaneously with submission to the construction lender. The Investment Limited Partner shall have the right to approve change orders in excess of $25,000. If the general contractor is not an affiliate of the General Partner, the construction contract shall be a fixed price contract and the general contractor shall be bonded in a manner satisfactory to the Investment Limited Partner.

B. Operating Deficit Guaranty and Operating Reserve Account

The General Partner shall guarantee the funding of any operating deficits for operating or fixed costs for 60 months following the later of the break-even operations or permanent mortgage loan commencement or conversion in a maximum amount to subject to the Investment Limited Partner’s due diligence review. The partnership may also establish an operating reserve if the projections change.
C. Replacement Reserve Account
The Partnership shall deposit monthly into a replacement reserve account no less than $250 per unit occupied at conversion (the "Replacement Reserve Account"). The Replacement Reserve Account shall be used to fund the replacement of major capital improvements, and disbursements shall require annual notification of anticipated expenditures and prior written approval of unanticipated expenditures.

D. Tax Credit Adjustments
   i) If the annual actual tax credits allocated on the Carryover Allocation or Form(s) 8609 is less than the forecasted tax credits stated in Section 1, then the Capital Contribution shall be reduced in an amount equal to the total tax credit shortfall to the Investment Limited Partner multiplied by the price paid for the tax credits.

   ii) If the annual actual tax credits allocated on Form(s) 8609 is greater than the forecasted tax credits stated in Section 1 (the "Additional Credit"), then the Capital Contribution shall be increased in an amount equal to the Additional Tax Credit multiplied by the price paid for the tax credits, and paid pro rata over the remaining Installments. This adjustment combined with all other upward adjustments shall be limited to 10% of the Capital Contribution.

   iii) For each additional $1.00 of tax credit delivered in the first years beyond the amount projected in this letter, the ILP shall pay an additional equity amount per tax credit dollar to be determined by Investment Limited Partner during due diligence. The additional capital shall be paid pro rata over the remaining Installments.

   iv) If the amount of actual tax credit in any year after construction completion is less than the amount of forecasted tax credit in Section 2 (except for reasons stated in item 6(D)(i) above), the Capital Contribution shall be reduced by an amount equal to the tax credit shortfall amount multiplied by the price paid for the tax credits, plus the amount of any recapture, interest or penalty (a "Reduction Amount").

   v) If any Reduction Amount cannot be paid from the Capital Contribution, the General Partner shall pay the Reduction Amount. Reduction Amounts not paid upon demand shall accrue interest at the prime rate as published in the Wall Street Journal plus 2%.

E. Net Worth and Guarantee Requirements
All obligations of the General Partner shall be guaranteed by person(s) or entities ("Guarantor(s)") acceptable to the Investment Limited Partner and with sufficient net worth and liquidity.

7. CONDITIONS

A. Property
The Property will be the construction of a development located in Sulphur Springs, Hopkins County, Texas.

B. Tax Credit Allocation
The Partnership may elect to defer the use of tax credits for any individual building which is not 100% tax credit qualified by December 31st of the year in which it is placed in service, at the
Investment Limited Partner’s discretion. It is assumed that IRS form 8609 will be issued subsequent to the anticipated placed-in-service deadline.

C. Tax Credit Occupancy
The Partnership must comply with the 40/60 minimum set-aside test (a minimum of 40% of the units must be rented to tenants with incomes less than 60% of area median, adjusted for family size).

D. Construction and Permanent Financing
The General Partner shall provide to PNC for its review and approval, copies of the loan commitments and loan documents for all financing sources, which are assumed to be from qualified commercial lenders and qualify for the 9% tax credit applicable percentage.

E. Property Management Agent
i) The General Partner shall provide or cause the Property management agent to provide management reports to the Investment Limited Partner in a timely manner concerning operations, occupancy and other information essential to the management of the Property.

ii) Upon the occurrence of certain events, including any material violations, negligence or misconduct or inadequate reporting, the Special Limited Partner will have the option to replace the Property management agent. All Property management agreements will include a termination clause allowing either the General Partner or the Property management agent to terminate the agreement by giving a 30-day advance written notice to the other party.

F. Repurchase Obligations
The Investment Limited Partner shall not be required to advance any unpaid Installments and the General Partner may be required to repurchase the Investment Limited Partner’s interest for the invested amount. Conditions for repurchase shall include: construction completion, break-even operations or permanent loan closing(s)/conversion(s) are not achieved or other tax credit compliance conditions are not met in a reasonable time period.

G. Insurance Obligations
The Partnership will provide the following insurance policies: i) an extended ALTA owner’s title insurance policy in an amount not less than the permanent mortgage(s), the General Partner’s and Investment Limited Partner’s capital contributions, with all standard exceptions deleted or approved and with Fairways, non-imputation and other requested endorsements; ii) commercial general liability insurance in the minimum amount of $5,000,000 naming the Investment Limited Partner as named insured party of which not more than $2,000,000 is through an umbrella policy; (iii) builder’s risk insurance through construction completion, and all risk or fire and extended coverage and, if necessary, earthquake, hurricane and flood insurance, all policies in a minimum amount equal to full replacement value; (iv) workers’ compensation as required under state law; (v) business interruption insurance coverage equal to one full year’s gross rental income or as acceptable to the Investment Limited Partner; and (vi) any other insurance as may be necessary or customary.

H. Accountant’s Obligations
The General Partner shall provide or cause the Partnership’s accountant to provide the following annual reports: i) federal and state tax returns for the previous year (including all supporting documentation necessary to verify the calculation of the tax credit) by February 28th and ii)
annual audited Partnership financial statements (including all supporting documentation) by March 1st. Any delays beyond the designated due date may result in a $100 per day penalty to the Partnership. The Partnership Accountant shall review and approve the basis and benefits calculations prior to the payment of the First Installment.

1. **General Partner Removal**
   The Partnership Agreement shall contain provisions for the removal of the General Partner with cause.

8. **DUE DILIGENCE PERIOD**

   The General Partner grants the Investment Limited Partner the exclusive right to acquire the Partnership interest commencing on the date of the initial execution of this letter of intent and terminating 60 days after receipt of the documents necessary to complete the due diligence review.

   Our agreement to make the investment described in this letter of intent is subject to the accuracy of the information you have provided to us and our mutual agreement on the terms of the closing documents and review of customary due diligence which shall include those items specifically referenced in the PNC commitment for construction and term financing sent under separate cover.

   This letter of intent does not expire before June 30, 2020.

   **PNC Bank acknowledges the amounts and terms of all other anticipated sources of funds.**

   This letter of intent is not a commitment and is subject to PNC’s underwriting, due diligence review, and market conditions at the time a letter of intent is issued following the tax credit award. During the due diligence period, PNC will conduct a due diligence review and negotiate with the General Partner, in good faith, any open terms of this letter of intent. The due diligence period will commence upon receipt by PNC of all Property and Partnership documents identified in the syndication binder. The due diligence review will include, without limitation, the verification of factual representations made by the General Partner, a review of the Property and Partnership documents, a site visit and an evaluation of the following: the experience and expertise of the General Partner, general contractor, architect and Property management agent; Property area market; an appraisal of the Property; the construction schedule; the total development budget; the residual potential of the Property and capital account analysis; Phase I environmental assessment and all subsequent reports and other relevant factors. PNC may also commission consultants to perform market analysis, construction, insurance and environmental reviews. The General Partner and PNC acknowledge that no legally enforceable relationship shall exist between General Partner and PNC unless and until the Acquisition Review Committee of PNC shall have approved the proposed transaction, and the parties shall have executed the Partnership Agreement and the other transaction and financing documents contemplated herein. The foregoing pricing assumptions for this application letter of intent are based on current market conditions, which are subject to change in the event of a change in the federal income tax laws or regulations which would have an effect on the benefits PNC expects to receive from the transaction.

Should you have any questions, please do not hesitate to call (502) 581-2640. We look forward to working with you on this and future transactions.
Sincerely,

PNC BANK, N.A.

Ryan Edwards
Vice President
PNC Bank, N.A.

cc: Tricia Hurley, File

Agreed and Accepted:

MVATCH HOLDING, LLC

By:

Name: Brian McCody
Title: Authorized Signer

Date: 02/24/2020
February 28th, 2020

MVAH Development LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

To All Those It May Concern,

MVAH Development LLC proposes to defer, out of its portion of development fee, $247,829 (and $526,001 during the construction period) of total development fees as part of the financing for the new construction of Reserve at Sulphur Springs in Sulphur Springs, Hopkins County, Texas as described below:

Borrower: Reserve at Sulphur Springs LLC
A Texas limited liability company

Deferred Development Fee Amount: $247,829 ($526,001 during construction period)

Interest Rate: 0.00%

Term: 12 years

Amortization: Repaid from available cash flow

Collateral: This deferral will be unsecured.

Conditions: This commitment is contingent upon the following:

1) Obtaining Housing Tax Credits from TDHCA
2) Obtaining building permits.

Sincerely,

[Signature]

Brian McGeady
MVAH Development LLC
Sponsor Characteristics
### Sponsor Characteristics (Competitive HTC Only)

Self Score Total: **121**

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

**1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

| Yes | If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside |
| Yes | If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab |
| Yes | The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category. |

| Ownership Interest: | **25.000%** | (Not required for HUB of HUD 202 Rehabilitation projects.) |
| Cash flow from operations: | **10.000%** |
| Developer Fee: | **15.000%** |
| **Total: 50.00%** | (Must equal at least 50% regardless of structure) |

| Yes | The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. |

| Yes | A detailed narrative describing how that material participation will be achieved is included. |

| Yes | The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. |

| Yes | A detailed narrative describing experience in each category is included. |

Mark all that apply

- Property Management
- Construction
- Development
- Financing
- Compliance

- **X** No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

- **X** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

**Points Claimed:** **2**

**2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

- **X** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

- A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

- **X** Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

**Points Claimed:** **0**

**Total Points Claimed:** **2**
MATERIAL PARTICIPATION PLAN

Background

Reserve at Sulphur Springs LLC, a Texas limited liability company (the “Partnership”), will own and operate a housing tax credit residential rental project located in Sulphur Springs, Hopkins County, Texas, to be known as Reserve at Sulphur Springs (the “Project”). MVAH Reserve at Sulphur Springs LLC, a to-be-formed Ohio limited liability company (“General Partner”) will serve as a managing member of the Partnership. MVAH Development LLC, a Georgia limited liability company (“Developer”) will enter into a development agreement with the Partnership to provide development services for the Project. Auxano Development LLC, a Texas limited liability company (“HUB”) is a historically underutilized business that will materially participate in the development and operation of the Project, and will receive allocations of ownership interests, cash flow, and developer fee for the Project.

The Partnership is applying for points (the “Sponsor Characteristics Points”) under Section 11.9(B)(2) of the 2020 Qualified Allocation Plan from the Texas Department of Housing and Community Affairs (the “TDHCA”). This Material Participation Plan sets forth the role of the HUB in the development and operation of the Project, as well as the shares of ownership interests, developer fee, and cash flow to be allocated to the HUB.

Material Participation

During the Compliance Period (as defined in Section 42(i) of the Internal Revenue Code), the HUB (or its successor) shall materially participate in the development and operation of the Project. The HUB shall devote such time and effort as necessary to assist the Developer in the development of the Project and such time and effort as necessary to operate the Project. During the development of and throughout the Compliance Period for the Project, the HUB shall maintain its Certification with the Texas Comptroller of Public Accounts as a HUB.

1. Development of the Project. The HUB will engage in the following activities during the development phase of the Project:
   (i) advise the Developer regarding the design of the Project;
   (ii) review the Project’s plans and specifications;
   (iii) assist in the selection of architects and consultants with respect to the development and construction of the Project;
   (iv) assist in obtaining construction financing for the Project; and
   (v) assist in obtaining all local approvals and permits necessary for the construction of the Project.

2. Construction of the Project. The HUB shall engage in the following activities during the construction phase of the Project:
(i) review the submission of construction loan draw requests to the construction lender;

(ii) attend construction progress meetings with the contractor and/or subcontractors;

(iii) review any changes to the Project sources and uses;

(iv) review any changes to the Project completion schedule;

(v) attend meetings with sources of financing, including the construction lender.

3. Operation of the Project. The HUB will materially participate in all aspects of operating the Project throughout the Compliance Period, including the following services:

   (i) determine the housing needs of low income families, and the manner in which the Project can be developed in a cost-effective manner to serve such needs;

   (ii) coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting low-income families, and advise such agencies about the availability of the Project as desirable housing for low-income families, and promote and encourage such agencies to refer potential residents to the Project;

   (iii) consider ways in which the availability of the Project as suitable housing for low income families may be made more widely known in the community;

   (iv) obtain information from and consult with low income tenants in the Project as to services which might be provided to such tenants by the Partnership;

   (v) obtain information from and consult with residents concerning social and educational services from the community which might be provided at the Project;

   (vi) ensure that the Project is developed and operated as a low-income housing project in accordance with Section 42 of the Code and in compliance with TDHCA rules and regulations;

   (vii) assist the Developer in securing funding for the Project;

   (viii) assist in supervising the management agent for the overall day-to-day management of the Project;

   (ix) review the annual operating budget for the Project;

   (x) review any changes to the Project’s marketing plan or management plan; and
(xi) perform all of its duties as the General Partner of the Partnership as set forth in the partnership agreement with the equity investor.

Ownership, Cash Flow, and Developer Fee

The share of ownership by the HUB will be 25% of the general partner interest in the Partnership. The overall ownership interests in the Partnership will be 99.99% by the investor limited partner and 0.01% by General Partner.

The share of cash flow from operations to be allocated to the HUB will be no less than 10%.

The HUB’s share of the developer fee will be no less than 15%.

In no event will the combination of ownership, cash flow from operations, and developer fee shares be less than 50%. In no event will the percentage share for each of these categories (ownership, cash flow, developer fee) be less than 5%.

Conclusion

The HUB will materially participate in major decisions regarding the development, construction, and operation of the Project. The Partnership will allocate ownership interests in the general partner, cash flow shares, and developer fee splits to the HUB that total at least 50%. The share for each of these categories will be at least 5%. At all times the HUB will materially participate and obtain meaningful compensation in the Project. A resume for the HUB is attached to this Material Participation Plan.
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/tpasscmbsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AUXANO DEVELOPMENT, 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 12-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.

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/tpasscmbsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16
Developer Qualifications

Darren W. Smith – MBA
8506 Carrie Lane, Rowlett Texas 75089
Phone: (214) 501-5720
Email: darren.smith@auxanodevelopment.com

CAREER HISTORY AND HIGHLIGHTS

Auxano Development, LLC. HUB/MBE – Rowlett, Texas
Established Sept 2018 – current
Managing Member

Auxano Development was established in 2018 as a Historically Underutilized Business and a Minority Business Enterprise for the general purpose of facilitating real estate development. As managing member, I anticipate utilizing my 20plus years of real estate development experience to be additive in enhancing the real estate development landscape. My experience allows Auxano to positively influence developments including but not limited to:

- Multi-family Housing
- New Construction
- Acquisition Rehabilitation Housing
- Senior Housing
- Commercial Office
- Medical Office
- Faith Based Financing & Construction

MVAH Partners – Rowlett, Texas
Real Estate Development Services
June 2018 – current

Assist in identifying sites suitable for the development of 9% and 4% Housing Tax Credit opportunities including but not limited to identifying development team members as well as assistance with financial structuring, design, and overall development. Assist in creating and facilitating local, federal, state, county, city, municipality, and community partner relationships

Bank of America (Community Development Corp) – Dallas, Texas
December 2005 – June 2018

SVP – Senior Equity Manager/Real Estate Development

Executed more than $320 million in total development cost of multi-family housing projects throughout the bank’s footprint. These projects included traditional bank financing, HUD, Freddie, Fannie, LIHTC, and loan assumptions. The development process included site selection, site contract negotiations, entitlements and zoning changes, negotiations with all third-party professionals. Most recently have opened new development markets for the bank through the creation of JV relationships and partnerships with local municipalities. These relationships provide for approximately $600 Million in multi-family and master-planned development opportunities. Other key accomplishments include:

- Demonstrated ability to efficiently create alternative development strategies to assist in delivering projects on time, within budget, and return yields.
- Financially restructured over $100 million in development projects to create cash flow or reduce financing restrictions/covenants.
- Prepared and delivered successful presentations on various development opportunities for approval by all levels of executive management including local and state governmental offices.
- Key facilitator in developing the policy & structure in which BACDC operates its development group
Paramount Financial Group, Inc (GMACCH) – Granville, Ohio

SVP – Real Estate Development

August 2001 – Nov 2005

Financially underwrote more than $750 million in total development cost of multi-family affordable housing projects. These projects included bank financing, HUD, Freddie, Fannie, LIHTC and both tax exempt & taxable bond financing. I created co-developed relationships for more than $200 million of multi-family housing projects. The development process included site selection, land contract negotiations, entitlements and zoning changes, negotiations with all third-party consultants, general contractor and architect qualification and selection as well as all financing aspects for each transaction. While managing the relationships with various co-development partners I also coordinated a team of both internal and external legal counsel, project construction managers, and on-site owner's representatives. Other key accomplishments include:

- Simultaneously managed development projects in Washington D.C., Texas, Virginia, as well as a portfolio of development opportunities throughout California.
- Demonstrated ability to deliver projects on time, within budget, and yield.
- Played key role in development of the New Market Tax Credit financing program for the GMAC Commercial Holdings Capital Corp. enterprise.
- Prepared and delivered successful presentations on various development opportunities for approval by all levels of executive management.
- Experienced in Section 42 – Affordable Housing Development including Tax-Exempt Bond Financing, HOME funds, CDBG funds, and city & county subordinate funds.

EDUCATION

Miami University, Oxford, Ohio
  ▪ MBA, Finance

St. Mary of the Plains College, Dodge City, Kansas
  ▪ BA, Accounting with emphasis in Business Administration

The Ohio State University – Fisher College of Business, Columbus, Ohio
  ▪ Executive Education

COMMUNITY INVOLVEMENT

- Board Member – Economic Developer Director – GSWBCC
- Board Member - Dallas Community Development Partnership
- Founder & Board Member – Metroplex Education of Youth Sports
- Coach - Garland Pee Wee Football
- Coach – Dallas Braves Baseball
- Coach & Management – Citius Baseball Organization
- Various community volunteer events and services
## Development History

<table>
<thead>
<tr>
<th>Total Project Cost</th>
<th>Units</th>
<th>Type</th>
<th>Construction Type</th>
<th>Name</th>
<th>City</th>
<th>State</th>
<th>Year</th>
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<td>50,000 SQFT</td>
<td>New Construction</td>
<td>Unity Resource Center</td>
<td>Columbus</td>
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<td>The Claremont</td>
<td>Arlington</td>
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<td>$25,300,000</td>
<td>160 Family</td>
<td>Demo/New Construction</td>
<td>HighPoint Family</td>
<td>Dallas</td>
<td>TX</td>
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<tr>
<td>$7,100,000</td>
<td>200 Family</td>
<td>Demolition - Master Planner</td>
<td>Crosby Creek Apartments</td>
<td>Carrollton</td>
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<td>2013</td>
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<td>$2,300,000</td>
<td>122 Family</td>
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<td>La Sombra Apartments</td>
<td>Carrollton</td>
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<tr>
<td>$53,700,000</td>
<td>144 Family</td>
<td>Demo/New Construction</td>
<td>Las Cortes Apartments</td>
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<td>$58,900,000</td>
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<tr>
<td>$23,000,000</td>
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## Project Capital Stack Restructuring

<table>
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<tr>
<th>Total Stack</th>
<th>Units</th>
<th>Type</th>
<th>Method</th>
<th>Name</th>
<th>City</th>
<th>State</th>
<th>Year</th>
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<tr>
<td>$6,300,000</td>
<td>220 Family</td>
<td>Loan Refinance</td>
<td>Asbury Park Apartments</td>
<td>Houston</td>
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<td>$7,700,000</td>
<td>216 Family</td>
<td>Bond Purchase/Retire</td>
<td>Ashwan Village Apartments</td>
<td>Miami</td>
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<td>$3,100,000</td>
<td>68 Family</td>
<td>Loan Pay down</td>
<td>Historic Ellison</td>
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<td>$10,950,000</td>
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<td>$15,200,000</td>
<td>220 Family</td>
<td>Fannie Forward/Refinance</td>
<td>The Orchards</td>
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<td>$7,700,000</td>
<td>192 Family</td>
<td>Bond Purchase/Refinance</td>
<td>Greenwood Apartments</td>
<td>Clearwater</td>
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<td>$22,100,000</td>
<td>190 Family</td>
<td>Restructure &amp; Derivative</td>
<td>Sycamore Green Apartments</td>
<td>Charlotte</td>
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<td>366 Family</td>
<td>Restructure</td>
<td>Stonewart Meadows Apartments</td>
<td>Kansas City</td>
<td>KS</td>
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<td>$6,300,000</td>
<td>62 Family</td>
<td>Participation Restructure</td>
<td>Vine Street</td>
<td>Kansas City</td>
<td>KS</td>
<td>2008</td>
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</table>
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.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Reserve at Sulphur Springs Ownership Organizational Structure

Reserve at Sulphur Springs LLC
a to be formed Texas limited liability company

MVAH Reserve at Sulphur Springs LLC
a to be formed Texas limited liability company
Managing Member .0075%
EIN to be determined

MVAH Holding LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3736407
100% Member

MVAH Partners LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3746970
100% Sole Member

MVAH
50% Managing Member
Ability to exercise control

Brian McGeady
50% Managing Member
Ability to exercise control

Sulphur Springs Auxano GP LLC
a to be formed Texas limited liability company
Member HUB .0025%
EIN to be determined

Auxano Development, LLC
a Texas limited liability company
Formed 08/21/18 EIN: 83-1758340
a Texas HUB
100% Member

Darren Smith
100% Sole Member

TBD
Investor Limited Partner
99.99%
Reserve at Sulphur Springs Developer Organizational Structure

MVAH Development LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3736327
Co-Developer 85% developer fee

MVAH Partners LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3746970
  100% Sole Member

Michael Riechman
  50% Managing Member

Brian McGeady
  50% Managing Member

Auxano Development, LLC
a Texas limited liability company and HUB
Formed 08/21/18 EIN: 83-1758340
Co-Developer 15% developer fee

Darren Smith
  100% Sole Member
Reserve at Sulphur Springs Guarantor Organizational Structure

MVAH Partners LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3746970
100% Sole Member

Michael Riechman
50% Managing Member

Brian McGeady
50% Managing Member
List of Organizations and Principals
Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>Reserve at Sulphur Springs LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
</tr>
<tr>
<td>City:</td>
<td>West Chester</td>
</tr>
<tr>
<td>State:</td>
<td>OH</td>
</tr>
<tr>
<td>Zip:</td>
<td>45069</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Reserve at Sulphur Springs LLC</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>TBD</td>
</tr>
<tr>
<td>Tdhca Experience:</td>
<td>Yes</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Previous Tdhca Experience:</td>
<td>No</td>
</tr>
<tr>
<td>Phone:</td>
<td>(513) 964-1141</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:brian.mcgeady@mvahpartners.com">brian.mcgeady@mvahpartners.com</a></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>2.</td>
</tr>
<tr>
<td>2.</td>
<td>3.</td>
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<td>3.</td>
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<td>4.</td>
<td>5.</td>
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<tr>
<td>5.</td>
<td>6.</td>
</tr>
<tr>
<td>MVAH Holding LLC</td>
<td>MVAH Reserve at Sulphur Springs LLC</td>
</tr>
<tr>
<td>Sulphur Springs Auxano GP LLC</td>
<td>Reserve at Sulphur Springs LLC</td>
</tr>
<tr>
<td>MVAH Holding LLC</td>
<td>MVAH Reserve at Sulphur Springs LLC</td>
</tr>
</tbody>
</table>

Be advised that the definition of “Control” has been revised. Refer to 10 TAC §111.1(d)(30) to ensure compliance.
<table>
<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Auxano Development, LLC</td>
<td>Sole Mbr HUB/Co-Dev</td>
<td>8506 Carrie Lane</td>
<td>Rowlett</td>
<td>TX</td>
<td>75089</td>
</tr>
<tr>
<td>5</td>
<td>MVAH Partners LLC</td>
<td>Affiliate of Applicant</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>West Chester</td>
<td>OH</td>
<td>45069</td>
</tr>
<tr>
<td>6</td>
<td>MVAH Development LLC</td>
<td>Co-Developer</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>West Chester</td>
<td>OH</td>
<td>45069</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls:
- Sulphur Springs Auxano GP LLC
- Auxano Development, LLC
- MVAH Holding LLC and MVAH Development LLC
- MVAH Partners LLC and MVAH Development LLC
- na

Previous TDHCA Experience?
- Yes
- Yes
- No

Organization legally formed?
- Yes
- Yes
- Yes

Organization is identified on Org. Chart:
- Yes
- Yes
- Yes

List of Sub-Entities or Principals:
1. Michael Riechman
   - TDHCA Experience: Yes
2. Brian McGeady
   - TDHCA Experience: Yes
3. MVAH Partners LLC
   - TDHCA Experience: Yes
4. MVAH Development LLC
   - TDHCA Experience: Yes

Email:
- darren.smith@auxanodevelopment.com
- brian.mcgeady@mvahpartners.com
- brian.mcgeady@mvahpartners.com
- (513) 964-1141

4/21/2020
Previous Participation
# Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Reserve at Sulphur Springs LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:justin.gregory@mvahpartners.com">justin.gregory@mvahpartners.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>West Chester, OH</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Reserve at Sulphur Springs LLC</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.

   Add more rows to the form as needed.

<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>
</table>

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
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<tr>
<td>ESG</td>
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<tr>
<td>LIHEAP</td>
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<tr>
<td>TBRA</td>
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<tr>
<td>Home:</td>
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<tr>
<td>CFDC</td>
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<tr>
<td>Self-Help</td>
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<td>Other:</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:**

| MVAH Reserve at Sulphur Springs LLC |

**Email Address:**

| justin.gregory@mvahpartners.com |

**City & State of Home Addr:**

| West Chester, OH |

**Applicant Legal Name:**

| Reserve at Sulphur Springs LLC |

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. Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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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.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
<tr>
<td>CSBG</td>
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<tr>
<td>ESG</td>
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</tr>
<tr>
<td>HOME</td>
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<td>CFDC</td>
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<tr>
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<td>Self-Help</td>
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<td>HTF/OCI:</td>
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<td>Bootstrap</td>
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<tr>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
## Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:** MVAH Holding LLC  
**Email Address:** justin.gregory@mvahpartners.com  
**City & State of Home Addr:** West Chester, OH  
**Applicant Legal Name:** Reserve at Sulphur Springs LLC

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.

   Add more rows to the form as needed.

<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>12271</td>
<td>Western Center Reserve</td>
<td>Ft. Worth</td>
<td>LIHTC</td>
<td>Aug-12</td>
<td>na</td>
</tr>
<tr>
<td>13102</td>
<td>Reserve at McAlister</td>
<td>Ft. Worth</td>
<td>LIHTC</td>
<td>Aug-13</td>
<td>na</td>
</tr>
<tr>
<td>13118</td>
<td>Oak Ridge Apartments</td>
<td>Nolanville</td>
<td>LIHTC, HOME</td>
<td>Aug-13</td>
<td>na</td>
</tr>
<tr>
<td>15303</td>
<td>Reserve at Engel Road</td>
<td>New Braunfels</td>
<td>LIHTC</td>
<td>Aug-15</td>
<td>na</td>
</tr>
<tr>
<td>15408</td>
<td>Reserve at Quebec</td>
<td>Ft. Worth</td>
<td>LIHTC</td>
<td>Sep-15</td>
<td>na</td>
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<td>16184</td>
<td>Reserve at Hagan</td>
<td>Whitehouse</td>
<td>LIHTC, HOME</td>
<td>Dec-16</td>
<td>na</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<table>
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<tr>
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<th>WAP</th>
<th>CSBG</th>
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| Other:             |      |           |      |
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Person/Role: MVAH Partners LLC  
Email Address: justin.gregory@mvahpartners.com  
City & State of Home Addr: West Chester, OH  
Applicant Legal Name: Reserve at Sulphur Springs LLC

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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<td>Western Center Reserve</td>
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<td>LIHTC</td>
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<tr>
<td>13118</td>
<td>Oak Ridge Apartments</td>
<td>Nolanville</td>
<td>LIHTC, HOME</td>
<td>Aug-13</td>
<td>na</td>
</tr>
<tr>
<td>15303</td>
<td>Reserve at Engel Road</td>
<td>New Braunfels</td>
<td>LIHTC</td>
<td>Aug-15</td>
<td>na</td>
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<td>Whitehouse</td>
<td>LIHTC, HOME</td>
<td>Dec-16</td>
<td>na</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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| Person/Role: | Michael Riechman |
| Email Address: | justin.gregory@mvahpartners.com |
| City & State of Home Addr: | West Chester, OH |
| Applicant Legal Name: | Reserve at Sulphur Springs LLC |

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.

   ![Checkbox]

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**Person/Role:**  
Brian McGeady

**Email Address:**  
justin.gregory@mvahpartners.com

**City & State of Home Addr:**  
West Chester, OH

**Applicant Legal Name:**  
Reserve at Sulphur Springs LLC

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### 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: Sulphur Springs Auxano GP LLC
Email Address: darren.smith@auxanodevelopment.com
City & State of Home Addr: Rowlett, TX
Applicant Legal Name: Reserve at Sulphur Springs LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an “x” next to the program name.

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## Person/Role:
- **Auxano Development, LLC**

## Email Address:
- darren.smith@auxanodevelopment.com

## City & State of Home Addr:
- Rowlett, TX

## Applicant Legal Name:
- Reserve at Sulphur Springs LLC

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.

   ![Box](image)

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<table>
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<tbody>
<tr>
<td>DR</td>
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</table>

<table>
<thead>
<tr>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Other:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

| Other:             |      |           |      |
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: Darren Smith
Email Address: darren.smith@auxanodevelopment.com
City & State of Home Addr: Rowlett, TX
Applicant Legal Name: Reserve at Sulphur Springs LLC

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.

   Add more rows to the form as needed.

<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>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tr>
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# Previous Participation Form

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### Person/Role:

| MVAH Development LLC |

### Email Address:

| justin.gregory@mvahpartners.com |

### City & State of Home Addr:

| West Chester, OH |

### Applicant Legal Name:

| Reserve at Sulphur Springs LLC |

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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<th>HTF/OCI:</th>
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<th>Bootstrap</th>
<th>CFDC</th>
</tr>
</thead>
</table>
Nonprofit Participation

NOT APPLICABLE
Nonprofit Supporting Documents

NOT APPLICABLE
Development Team Members
# Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

## Developer:

<table>
<thead>
<tr>
<th>MVAH Development LLC</th>
<th>Brian McGeady</th>
<th>(512) 964-1141</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:brian.mcgeady@mvahpartners.com">brian.mcgeady@mvahpartners.com</a></td>
<td>tbd</td>
</tr>
<tr>
<td>Proposed Fee</td>
<td>82-373627</td>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td></td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</table>

## Housing General Contractor:

<table>
<thead>
<tr>
<th>tbd</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
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<tr>
<td>Certified Texas HUB?</td>
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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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## Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>na</th>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
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<tr>
<td>Certified Texas HUB?</td>
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</tr>
<tr>
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## Cost Estimator:

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<th>Contact Name</th>
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## Architect:

<table>
<thead>
<tr>
<th>BDCL Architects</th>
<th>Kirk Paisley</th>
<th>(514) 571-9540</th>
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<tr>
<td><a href="mailto:kirk.paisley@bdclarchitects.com">kirk.paisley@bdclarchitects.com</a></td>
<td>tbd</td>
<td>82-4094385</td>
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<td>Email</td>
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### Engineer:

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#### Civil Engineer:

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<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Greer</td>
<td>(817) 872-6005</td>
<td>No</td>
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<tr>
<td>Vogt Strategic Insights</td>
<td>(614) 224-4300</td>
<td>No</td>
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<tbody>
<tr>
<td>Kyle Reiff</td>
<td>tbd</td>
<td>No</td>
<td>No</td>
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### Appraiser:

<table>
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<tr>
<th>Contact Name</th>
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### Attorney:

<table>
<thead>
<tr>
<th>Contact Name</th>
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<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mattye Gouldsby Jones</td>
<td>(972) 982-8453</td>
<td>No</td>
<td>No</td>
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### Accountant:

<table>
<thead>
<tr>
<th>Contact Name</th>
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<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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</thead>
<tbody>
<tr>
<td>Jessica Smith</td>
<td>(201) 271-5514</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Property Manager:</td>
<td>Contact Name</td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>MVAH Management LLC</td>
<td>Brian McGeady</td>
<td>(513) 964-1141</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:brian.mcgeady@mvahpartners.com">brian.mcgeady@mvahpartners.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>tbd</td>
<td>822746901</td>
<td></td>
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<tr>
<td>Certified Texas HUB?</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  | Yes |

<table>
<thead>
<tr>
<th>Originator of Underwriter:</th>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>PNC Bank NA</td>
<td>Ryan Edwards</td>
<td>(502) 581-2640</td>
</tr>
<tr>
<td><a href="mailto:ryan.l.edwards@PNC.com">ryan.l.edwards@PNC.com</a></td>
<td></td>
<td>22-1146430</td>
</tr>
<tr>
<td>Email</td>
<td>tbd</td>
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<tr>
<td>Certified Texas HUB?</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  | No |

<table>
<thead>
<tr>
<th>Bond Issuer:</th>
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<tbody>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  | No |

<table>
<thead>
<tr>
<th>Syndicator:</th>
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<tbody>
<tr>
<td>PNC Bank NA</td>
<td>Ryan Edwards</td>
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</tr>
<tr>
<td><a href="mailto:ryan.l.edwards@PNC.com">ryan.l.edwards@PNC.com</a></td>
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<td>22-1146430</td>
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<tr>
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<table>
<thead>
<tr>
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<th>Phone</th>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  | No |

2/24/2020
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chicago Title Company</strong></td>
<td>(972) 419-4728</td>
</tr>
<tr>
<td><a href="mailto:pharrell@coatsrose.com">pharrell@coatsrose.com</a></td>
<td>tbd</td>
</tr>
<tr>
<td><strong>Sarah Andre</strong></td>
<td>(512) 698-3369</td>
</tr>
<tr>
<td><a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
<td>tbd</td>
</tr>
<tr>
<td><strong>Tracy Watson</strong></td>
<td>(210) 997-4056</td>
</tr>
<tr>
<td>tracy@phaseengineering</td>
<td>tbd</td>
</tr>
<tr>
<td><strong>Design/Build Consultant</strong></td>
<td>(214) 501-5618</td>
</tr>
<tr>
<td><a href="mailto:darren.smith@auxanodevelopment.com">darren.smith@auxanodevelopment.com</a></td>
<td>tbd (Co-Developer)</td>
</tr>
<tr>
<td><strong>Preservation Consultant</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Applications Consultant</strong></td>
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<tr>
<td><strong>Other</strong></td>
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</table>

**Certified Texas HUB?**
- **No**
- **Yes**

This is a direct or indirect, financial, or other interest with Applicant or other team members: 
- **No**
- **Yes**
Identity of Interest

Michael Riechman and Brian McGeady are the Principals of MVAH and have common control of all the following developer and Property Management MVAH entities identified as Development Team Members:

**Developer**
MVAH Development LLC and the Applicant will enter into a Development Services Agreement to provide development services.

**Property Manager**
MVAH Management LLC and the Applicant will enter into a Management Services Agreement to provide management services

None of the MVAH Principals have common control of BDCL, but the established and ongoing relationship with BDCL could be considered an indirect interest.

**Architect**
BDCL Architects, PC will enter into an Architectural Services Agreement with the Owner for architectural services at the subject property and a Management Services Agreement with MVAH Partners LLC for administrative services. The administrative services include but are not limited to: Human Resources, Accounting, IT Services, as well as office space and furniture rental.
43 Architect Certification Form
The Engineer/Architect Certification dated on or after January 8 is included behind this tab.

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.
Engineer/Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR 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 CFR 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 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), 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) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

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) 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), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I(We) certify that the net rentable square footage of the Development is 57,300 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 23,199 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov’t Code §§2306.6722 and 2306.6730.

By:________________________________
Signature

___________________________
Date

___________________________
Printed Name

___________________________
#27701, Texas
License Number and State

___________________________
BDCL Architects, PC
Firm Name (If applicable)
February 14, 2020

Ms. Margaret Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701  

RE: Reserve at Sulphur Springs, 20016, Texas Architect’s Accessibility Statement

Dear Ms. Holloway:

The development is comprised of two (2) apartment buildings with a total of 72 units. Based on this layout, the following statement describes how the development complies with the Fair Housing Requirements per 10 TAC § 10.101(b)(B).

DISTRIBUTION OF TOTAL NUMBER OF UNITS BY TYPE

- Forty-Two (42) one bedroom, one bathroom type units
- Thirty (30) two bedroom, two bathroom type units

MOBILITY UNITS – 5 units (5% of total units)

- Three (3) one bedroom, one bathroom type unit
- Two (2) two bedroom, two bathroom type units

HEARING AND VISUAL IMPAIRMENT UNITS – 2 units (2% of total units)

- One (1) one bedroom, one bathroom type unit
- One (1) two bedroom, two bathroom type unit

PARKING – 121 total parking spaces

- 8 accessible parking spaces
- 113 standard parking spaces

Sincerely,

Kirk A. Paisley, AIA, NCARB, CSLC  
President, Owner  
BDCL Architects, PC  
(513)964-1154
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 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 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(h)(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(h)(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)

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.

1/25/2020
January 17, 2018

Mr. Brian McGeady
9349 Waterstone Boulevard, Suite 200
Cincinnati, Ohio 45249

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. McGeady:

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 cured or is not being corrected with reasonable due diligence. …

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdheca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
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>#</th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Brian McGeady</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>Michael Riechman</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>Darren Smith</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>MVAH Partners LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>Auxano Development, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>MVAH Holding LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>MVAH Development LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>8.</td>
<td>MVAH Reserve at Sulphur Springs LLC</td>
<td>No</td>
</tr>
<tr>
<td>9.</td>
<td>Sulphur Springs Auxano GP LLC</td>
<td>No</td>
</tr>
<tr>
<td>10.</td>
<td>Reserve at Sulphur Springs LLC</td>
<td>No</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant] [Date] Its: [Authorized Signer]
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: Brian McGeady

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
□ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
□ a Developer for the Applicant for this specific Application
□ an Affiliate to the Applicant
□ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>3U Arlington</td>
<td>3U</td>
<td>Arlington</td>
<td>37.50%</td>
<td>42.50%</td>
</tr>
<tr>
<td>Highpoint at Wynnewood</td>
<td>3U</td>
<td>Dallas</td>
<td>12.25%</td>
<td>22.50%</td>
</tr>
<tr>
<td>Reserve at Sulphur Springs</td>
<td>4R</td>
<td>Sulphur Springs</td>
<td>37.50%</td>
<td>42.50%</td>
</tr>
</tbody>
</table>

I acknowledge that Brian McGeady 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: Brian McGeady
Printed Name
Date 2/9/2020
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: Michael Riechman

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

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<tr>
<td>St. Andrews Townhomes</td>
<td>3U</td>
<td>Arlington</td>
<td>37.50%</td>
<td>42.50%</td>
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<td>Highpoint at Wynnewood</td>
<td>3U</td>
<td>Dallas</td>
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Under penalty of perjury, I certify that the information and these statements are true, complete, and accurate:

By: Michael Riechman

Printed Name Date 2/9/22

2/12/20
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: Darren Smith

Which is: [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

[ ] a Developer for the Applicant for this specific Application

[ ] an Affiliate to the Applicant

[ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tr>
<td>St. Andrews Towhomes</td>
<td>3U</td>
<td>Arlington</td>
<td>25.00%</td>
<td>15.00%</td>
</tr>
<tr>
<td>Highpoint at Wynnewood</td>
<td>3U</td>
<td>Dallas</td>
<td>51.00%</td>
<td>15.00%</td>
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<td>25.00%</td>
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I acknowledge that [Brian McGeady] 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] Darren Smith

Printed Name 02/28/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form:

MVAH Partners LLC

Which is:
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] 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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<tr>
<td>St. Andrews Townhomes</td>
<td>3U</td>
<td>Arlington</td>
<td>75.00%</td>
<td>85.00%</td>
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<td>3U</td>
<td>Dallas</td>
<td>24.50%</td>
<td>45.00%</td>
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<td>75.00%</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.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

MVAH Partners LLC
Printed Name

Date: 02/29/20
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: Auxano Development, LLC

Which is: [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ 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 Brian McGeady 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: Auxano Development, LLC
Printed Name
02/28/20
Date

2/9/2020
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: MVAH Holding LLC

Which is: ✗ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

☐ an Affiliate to the Applicant

☒ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
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</thead>
<tbody>
<tr>
<td>St. Andrews Townhomes</td>
<td>3U</td>
<td>Arlington</td>
<td>75.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Highpoint at Wynnewood</td>
<td>3U</td>
<td>Dallas</td>
<td>24.50%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Reserve at Sulphur Springs</td>
<td>4R</td>
<td>Sulphur Springs</td>
<td>75.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Brian McGeady 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: MVAH Holding LLC

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
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: MVAH Development LLC

Which is:
- □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- □ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- X a Developer for the Applicant for this specific Application
- □ an Affiliate to the Applicant
- □ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
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</thead>
<tbody>
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<td>3U</td>
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<td>85.00%</td>
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<tr>
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<td>Dallas</td>
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<tr>
<td>Reserve at Sulphur Springs</td>
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<td>Sulphur Springs</td>
<td>0.00%</td>
<td>85.00%</td>
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</tbody>
</table>

I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

MVAH Development LLC
Printed Name

Date: 02/29/20
Community Input
<table>
<thead>
<tr>
<th>Community Input Scoring Items</th>
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<tbody>
<tr>
<td><strong>TDHCA#: 20016</strong></td>
</tr>
<tr>
<td><strong>Self Score Total: 121</strong></td>
</tr>
<tr>
<td>1. <strong>Local Government Support - §11.9(d)(1)</strong> - Only check the box if support documents are included in the Application.</td>
</tr>
<tr>
<td>Resolution(s) of either &quot;no objection&quot; or &quot;support&quot; is included behind this tab.** Points Requested</td>
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<tr>
<td>Name of Local Government Body</td>
</tr>
<tr>
<td>Name of Local Government Body (if applicable) ** Note that resolutions are due February 28, 2020</td>
</tr>
<tr>
<td>2. <strong>Quantifiable Community Participation - §11.9(d)(4)</strong></td>
</tr>
<tr>
<td>Application expects to receive QCP points. Points Requested</td>
</tr>
<tr>
<td>** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!</td>
</tr>
<tr>
<td>3. <strong>Input from State Representative - §11.9(d)(5)</strong></td>
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<tr>
<td>Letter of either support, neutrality, or opposition is included behind this tab.** Points Requested</td>
</tr>
<tr>
<td>OR Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**</td>
</tr>
<tr>
<td>No letter from a State Representative is included behind this tab. Points Requested</td>
</tr>
<tr>
<td>** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.</td>
</tr>
<tr>
<td>4. <strong>Input from Community Organizations - §11.9(d)(6)</strong></td>
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<td>Applicant has included one or more letters of support or opposition behind this tab. Points Requested</td>
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<td><strong>A. Hopkins County Community Action Network, Inc. dba CANHelp</strong></td>
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<tr>
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<tr>
<td>Shanna Martin</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
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<td><strong>B. Sulphur Springs Senior Citizen Activity Center dba Senior Citizens Center</strong></td>
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<td>Name of Community Organization</td>
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<tr>
<td>Karen Weatherman</td>
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<tr>
<td>Contact Name</td>
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<tr>
<td><strong>C. East Texas Food Bank</strong></td>
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<td>Name of Community Organization</td>
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<td>Dennis J. Cullinane</td>
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<td>Contact Name</td>
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<tr>
<td><strong>D.</strong></td>
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<td>Name of Community Organization</td>
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<td>Contact Name</td>
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<td><strong>E.</strong></td>
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<tr>
<td>Name of Community Organization</td>
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<td>Contact Name</td>
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2/21/20

Mr. Bobby Wilkinson, Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Reserve at Sulphur Springs
    NWC League St. S and Bell St

Dear Mr. Wilkinson,

I received the Public Notification for Reserve at Sulphur Springs, located at the above address in Sulphur Springs, Texas and in Texas State House District 2, which I represent.

I am pleased to lend my support to this Development which will serve the constituents in my District.

Sincerely,

[Signature]

Dan Flynn
State Representative
District 2
Texas House of Representatives
February 24, 2020

Executive Director Bobby Wilkinson  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

Re: Letter of Support – Reserve at Sulphur Springs

Dear Mr. Wilkinson:

Please let this letter serve to acknowledge that CANHelp supports Reserve at Sulphur Springs, a proposed senior multifamily affordable housing community located at Approx. NWC League St. S and Bell St. Sulphur Springs, TX 75482, in the City of Sulphur Springs.

CAN Help is a certified 501c(3) non-profit organization whose mission is to provide assistance to individuals in the communities of Sulphur Springs and Hopkins County. CANHelp offers programs and training to those who want to become financially self-sufficient, various food and health items, and other basic needs to those experiencing crises, as well as information and referral services to those who call 2-1-1 Texas. CANHelp also houses a 10,000 square foot thrift store run by dedicated staff and volunteers. Every service CANHelp provides upholds our core values of people, faith, integrity, excellence, and partnerships. CANHelp and our staff are dedicated to their clients and the community. We strive to change lives in our communities and to help guide people toward self-sufficiency.

Should you require any additional information or have questions about our organization, please feel free to contact me. Attached is some material about our organization and its services. Thank you for your kind attention.

We look forward to hearing a positive outcome of this application process for Reserve at Sulphur Springs.

Sincerely,

Shanna Martin  
Executive Director

cc: Reserve at Sulphur Springs
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 25, 2020

HOPKINS COUNTY COMMUNITY ACTION NETWORK, INC.
613 GILMER ST
SULPHUR SPRGS, TX 75482-4121

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 12-27-2000
- Sales and use tax, as of 12-27-2000
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17529151866

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
What started out as a resource guide of available services in 2000 within Hopkins County, Hopkins County Community Action Network as we were originally known, has transformed into CANHelp — a non-profit organization, based in faith, whose mission is to provide assistance to individuals in the communities of Sulphur Springs and Hopkins County. CANHelp offers programs and training to those who want to become financially self-sufficient, various food and health items, and other basic needs to those experiencing crises, as well as information and referral services to those who call 2-1-1 Texas. CANHelp also houses a 10,000 square foot thrift store run by dedicated staff and volunteers. Every service CANHelp provides upholds our core values of people, faith, integrity, excellence, and partnerships. CANHelp and our staff are dedicated to their clients and the community. We strive to change lives in our communities and to help guide people toward self-sufficiency.

We value PEOPLE

People matter to God and therefore matter to us
We will treat all people with dignity and respect
We will seek to the best of our ability to meet human needs

We value our FAITH

We recognize God as the creator and sustainer of life
We recognize that faith fosters an optimistic future and therefore hope
We recognize that faith is an individual matter and therefore will not force faith issues upon people.

We value INTEGRITY

We promise to be people of integrity,
To be upstanding in all our relationships,
To tell the truth and honor our word, and
To maintain the highest standards of accountability in our finances and other areas as well

We value EXCELLENCE
We will strive to provide excellence in every service we offer
We will seek to continually grow in the performance of our tasks
We recognize the value of lifetime learning and will avail ourselves to such opportunities

**We value PARTNERSHIPS**

We recognize the enormity of our assignment and that we cannot accomplish it alone
We will seek valid partnerships with churches, local, state and federal agencies, individuals and any other interested groups that meet our expectations in order that together we might minister to the needs of people
When those relationships have been established we will value them and treat each of our partners with the kind of respect that we ourselves desire from those who work with us
Community Programs

CANHelp offers a variety of programs and services to help move families and individuals from crisis and vulnerability to a place of independence and stability.

Emergency Assistance

Through donations provided by local churches, civic organizations, and individuals from our communities and as well as proceeds from our Thrift Store, CANHelp is able to offer clients emergency financial assistance for the purposes of paying bills such as electric, water, or gas service, rent & mortgage payments, prescription assistance, and occasionally lodging and travel assistance. *Individuals/Families are eligible for financial assistance once per twelve months based on need and available funding. Appointments must be made for financial assistance. Clients with disconnect notices, eviction notices, or other crisis situations may be seen the same day. Financial Assistance is currently offered for Hopkins County residents only.

*Criteria for Emergency Assistance

Job Readiness

CANHelp works with clients one on one and in group settings to help prepare them for employment. Services
offered include resume building/skills assessment, interviewing strategies as well as mock interviews, tips on conducting job searches, and providing professional clothing through our thrift store if needed to ensure clients are dressed for success during interviews.

Food

According to the North Texas Food Bank, 19% of the people living in Hopkins County are food-insecure. Having a job doesn’t mean that you can’t be hungry. Stagnant wages and underemployment are contributing factors to low family incomes. While CANHelp does not directly provide food, we work with multiple partners throughout our communities to ensure our clients have access to emergency food services. The North Texas Food Bank also visits the CANHelp offices weekly to provide SNAP (Supplemental Nutrition Assistance Program) Outreach to our local communities. NTFB outreach coordinators answer questions about the application process and help clients complete and submit applications. NTFB’s outreach team also assists with applications for CHIP (Children’s Health Insurance Program), TANF (Temporary Assistance for Needy Families) and Medicaid. The assistance is free to the applicants.

Financial Empowerment

CANHelp works with clients one on one and in group settings in partnership with Alliance Bank to teach financial strategies for saving, budgeting, and becoming more informed and educated about how to spend wisely to attain financial freedom and break the cycle of dependence on social programs.

Education
CANHelp believes that education can lead people out of poverty. When essential skills, training and education are gained, more opportunities are created and people are empowered to achieve self-sufficiency. While CANHelp currently does not provide direct education services we work with a number of agencies that do and can help direct clients on the best path for them. However, with additional funding in the future, we hope to provide educational scholarships to clients looking to continue their education in a trade or at the junior college level.

Paris Junior College currently offers GED classes on our campus. Classes are available during the morning and evening hours. For more information, call PJC Adult Education at 903-782-0467.

Career Online High School is now being offered by the Sulphur Springs Public Library for individuals that prefer to receive a high school diploma instead of the equivalent. With COHS, students earn an accredited high school diploma, as well as a workforce readiness certificate in an 100% online program. Scholarships may be available from the Friends of the Library Foundation. For more information, contact the Sulphur Springs Public Library at 903-885-4926 or visit [http://www.sslibrary.org/](http://www.sslibrary.org/).

**Coming Soon**

Representative Payee Program – CANHelp is working to create a Representative Payee Program that provides financial management for beneficiaries of Social Security Disability and Supplemental Security Income (SSI) benefits who have been deemed by the Social Security Administration to require a payee.

Case Management – CANHelp is also working to create an intensive case management model where we will be able to provide an individualized plan and roadmap of services specific to the needs of each client. Our community partnerships with area churches and other social service agencies will soon allow us to provide a range of services beyond the “quick fix” and holistically walk with families out of crisis.

---

**CANHelp**

*Mail:* PO Box 214 Sulphur Springs, TX  75483  
*Location:* 613 Gilmer St. Sulphur Springs, TX  75482  
*Phone:* 903-885-9797

Web Design by:
Supportive Services

CANHelp understands that the vulnerable populations made up of children, disabled, homeless, and senior communities living at or below poverty require special support.

With that in mind, CANHelp is able to offer a variety of supportive services to individuals and families that just need a little extra help periodically. Supportive services may be available every three months, six months, or annually based on the service, need, and availability.

- Clothing
- Coats & Blankets
- Household Items
- Hygiene Products
- Diapers (Adult and Infant)
- Formula
- Prescription Assistance
- Gas Money to attend appointments
- Durable Medical Equipment - Such as walkers, canes, wheelchairs, bedside commodes, shower chairs,
- Box Fans
- Other assistance may be available depending on need.

CANHelp

Mail: PO Box 214 Sulphur Springs, TX  75483
Location: 613 Gilmer St. Sulphur Springs, TX  75482
Phone: 903-885-9797

Web Design by:
2-1-1 Texas

CANHelp serves as the Northeast Region Area Information Center for the 2-1-1 Texas Network.

2-1-1 Texas is a free, anonymous, information and referral service that is available to anyone, 7 days per week, 24 hours each day. The service helps to connect people with critical social services and charitable programs that are available in the local community. CANHelp serves as the Northeast Region Area Information Center for the 2-1-1 Texas Network with a focus on Bowie, Cass, Delta, Hopkins, Lamar, Morris, Red River, and Titus Counties. You can simply dial 2-1-1 from any phone or click on the picture above for to look for assistance. Trained and certified Call Specialists aid every caller in assessing his/her need and providing referrals to available local charitable, nonprofit, and governmental agencies.
February 27, 2020

Executive Director Bobby Wilkinson
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re Letter of Support - Reserve at Sulphur Springs

Dear Mr. Wilkinson:

The purpose of this letter is to express our support for The Reserve at Sulphur Springs, a proposed senior multifamily affordable housing community located at Approx NWC League St S and Bell St. in the city of Sulphur Springs, Texas 75482.

The mission of the Sulphur Springs Senior Citizens Center is to provide a safe place for Seniors 50+ to go and have a great time while playing games, exercising, eating lunch, and to attend different educational programs during the month. The Senior Citizens Center also gives Seniors a place to fellowship, meet new friends and connect with old friends. Our Community is growing which means the Senior Citizen population is growing. We are now in the process of building a brand new Senior Citizens Center that will be located at 301 Oak Ave Sulphur Springs, Texas 75482.
There is a greater need for affordable and safe housing for our Senior Citizens. The Reserve at Sulphur Springs could provide such housing. Overall, the well-being of all members within the community is critically important to growth and long term sustainability for our city.

The Sulphur Springs Senior Citizens Center is a non profit organization located at 150 Martin Luther King Blvd. Sulphur Springs, Texas 75482. As part of the neighborhood and community in which the Reserve at Sulphur Springs will be located, we strongly support affordable housing and affordable rental rates. Meals on Wheels and the Meal A Day Program will both be available to the Seniors who choose to live in the Reserve at Sulphur Springs.

Ultimately, we look forward to seeing this project developed.

Please feel free to contact me if you need further information.
Karon Weatherman, (903) 885-1661.

Sincerely,

Karon Weatherman
Director, Senior Citizens Center
Director of Meal A Day Program
Sulphur Springs, Texas
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 27, 2020

SULPHUR SPRINGS SENIOR CITIZEN ACTIVITY CENTER, IN
150 MARTIN LUTHER KING JR DR
SULPHUR SPGS, TX 75482-4060

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 05-26-1981
- Sales and use tax, as of 09-23-1981

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 30005789570

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
The Senior Citizens Center is a place where Senior Citizens age 50 and over can come and have a good time with old friends and make some new ones. The coffee pot is always on and a smile is on each face. We have a full library of all different kinds of reading books that can be taken, read and returned. Take as many as you like and bring some of your books in to share with others.

We have a computer that is always on-line with DSL. Feel free to use it anytime you like during regular business hours. 8:00 AM - 3:00 PM.

We also offer FREE WiFi- Password is: 9998851661. Feel Free to bring in your own your device or use the Computer here.

We like to eat, have fun and fellowship. We try very hard to find reasons to have parties. (And it doesn’t take much)

Several Home Health Agencies come each month for different kinds of FREE Screenings. We have Blood Pressure, Blood Sugar and Cholesterol Checks on a regular bases. See the Monthly Calendar for dates and times of these screenings.

**Who We Are**

**Flu Shot Clinics**
Web sites important to Senior Citizens

Medicare: www.medicare.gov
Social Security: www.ssa.gov
Veterans Benefits: www.va.gov

Ark-Tex Council of Governments
(Area Agency on Aging): www.atcog.org

Information on Housing & Mortgages for Seniors:
www.mortgageloan.com/ seniors

VETERAN’S SERVICE OFFICE
Danny L. Davis, USAF (Retired)
Hopkins County Veterans Service Officer (VSO)
118 Church St.
Sulphur Springs, TX 75482
903-439-1065 fax:903-885-6603
Email: davis@hopkinscountytx.org

To Report Nusing Home Abuse:
www.nursinghomeabusecenter.org

Retired Senior Volunteer Program (RSVP):
www.rrvrsvp.org

For updated news around Hopkins County:

For Newspaper On Line:
www.myssnews.com

For Frontporch News Texas:
www.frontporchnewstexas.com

For Sulphur Springs Radio On Line:
www.ksstradio.com

For a Ride to the Senior Center
Call The TRAX Bus
(903) 885-2769
Seniors over 60 Ride FREE
Call 24 Hours in advance for a ride
They will take you anywhere in Hopkins County
Sulphur Springs Senior Center

Karon Weatherman, Program & Marketing Director
Cell Phone Number (903) 243-3255

Find Us on Facebook: Sulphur Springs Senior Citizen’s Center

Karon Weatherman

Check out our Facebook page for this month's calendar of activities.

### January

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</table>

February 17th
Valentine Party
Friday, Feb.14th 1:00 PM
Come See Elvis

Valentine Day with Elvis 1:00 PM
Senior Citizens Center
150 MLK Blvd
Sulphur Springs Texas 75482

MARCH

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
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</tr>
</tbody>
</table>

*Spring Fling*
Friday, March 13th 6:00 PM
Bring Your Favorite Salad
Listen to Dale "The C" Cummings
FREE ADMISSION

Phone: (903) 885-1661  email: mealaday@yahoo.com  address: 150 Martin Luther King Jr Blvd Sulphur Springs, Texas 75482
Sulphur Springs Senior Center

Karon Weatherman, Program & Marketing Director
Cell Phone Number (903) 243-3255
Find Us on Facebook: Sulphur Springs Senior Citizen’s Center

Karon Weatherman

150 Martin Luther King Blvd
Sulphur Springs, Texas 75482
(903) 885-1661
MealADay@yahoo.com

BINGO
Every Wednesday and Friday
9:30 - 10:45
Cards are .75 each
You keep the same cards the whole time
Sulphur Springs Senior Citizens Center
150 Martin Luther King Blvd
Come and Play BINGO
Meet some new friends or visit some old ones.
The Coffee Pot is always on.

LCR
2nd Thursday of EVERY Month
10:30 AM
Sulphur Springs Senior Center
150 Martin Luther King Blvd
Bring your friends and have some fun!!
Sponsored by:
Pioneer Crossing
for Seniors
Tommy Allison is giving Free legal assistance to all Veterans
Every Monday
8:30 AM to 9:30 AM
At the Senior Citizens Center
150 Martin Luther King Blvd

Tommy Allison
Retired, Attorney at Law
Home: (903) 860-2813 Cell: (903) 767-5312
mallison6@gmail.com

"42"

Wednesdays and Fridays
12:30 PM
And
First Saturday of Every Month
1:00

Sulphur Springs Senior Citizens Center
150 Martin Luther King Blvd

Come have some fun and make some new friends

FIT & STRONG!

Every Monday, Tuesday and Thursday
9:30 A.M.
Sulphur Springs Senior Citizens Center
150 Martin Luther King Blvd
Cost: FREE
Led By John Little

Bridge

Tuesdays and Thursdays 12:30
Duplicate and Party Bridge
For More Information Call: Irma Gonzalez at (903) 335-1931
Sulphur Springs Senior Citizens Center
150 Martin Luther King Blvd
Meal A Day Menu
February 24th - February 28th

Monday
Chicken Pot Pie
Butter Beans
Pickled Beets

Tuesday
BBQ Rope Sausage
Macaroni and Cheese
Malibu Vegetables
Roll

Wednesday
Meatloaf
Mashed Potatoes
Gravy
Green Beans
Roll

Thursday
Chicken and Dressing Casserole
Broccoli
Candied Baby Carrots
Roll

Meal A Day Menu
March 2nd - March 6th

Monday
Beef Patties with Roast Gravy
Mashed Potatoes
California Blend
Roll

Tuesday
Ham and Potato Casserole
Corn
Broccoli

Wednesday
Cheesy Chicken and Rice Casserole
Providence Vegetables
Pickled Beets

Thursday
Beef Stroganoff
English Peas
Garlic Sticks

Friday
Pork Loin
Friday
Chili Cheese Dogs
Cole Slaw
Chips

Apple Sauce
Green Beans
Roll

Served: Monday – Friday
10:00 – 11:30
$ 2.00

College Street Burgers and Fries made another wonderful donation to Meal A Day on Wednesday, May 4th
$ 2,255.00
Thank you for supporting such a great place who cares about our Community.
Some of the Meal-a-day volunteers on Thursday

Gloria Bergeron
2016, RSVP Volunteer of the Year

Phone: (903) 885-1661  email: mealaday@yahoo.com  address: 150 Martin Luther King Jr Blvd Sulphur Springs, Texas 75482
February 24, 2020

Executive Director Bobby Wilkinson
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Letter of Support – Reserve at Sulphur Springs

Dear Mr. Wilkinson:
Please let this letter serve to acknowledge that East Texas Food Bank supports Reserve at Sulphur Springs, a proposed senior multifamily affordable housing community located at Approx. NWC League St. S and Bell St. Sulphur Springs, TX 75482, in the City of Sulphur Springs.

East Texas Food Bank is a certified 501c(3) non-profit organization that has provided food to over 200 partner agencies and food programs, in an effort to feed children, the working poor and seniors throughout 26 counties in East Texas. A member of Feeding America, The East Texas Food Bank is one of four food banks that serves the Gulf Coast Region who are pre-staged with food products from Feeding America, to respond to disasters.

Should you require any additional information or have questions about our organization, please feel free to contact me. Attached is some material about our organization and its services. Thank you for your kind attention.

We look forward to hearing a positive outcome of this application process for Reserve at Sulphur Springs.

Sincerely,

Dennis J. Cullinane
Chief Executive Officer

cc: Reserve at Sulphur Springs
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 28, 2020

REGIONAL EAST TEXAS FOOD BANK
3201 ROBERTSON RD
TYLER, TX 75701-2532

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 02-08-1988
- Sales and use tax, as of 05-16-1989
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17522226863

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Facts

Our Mission Statement
The East Texas Food Bank exists to fight hunger and feed hope in East Texas.

Our Vision
Our vision is a hunger-free East Texas.

By The Numbers

- 21,300,000 – Meals provided to hungry East Texans in FY2019.
- 5th – Texas ranks fifth in child food insecurity rate, according to the Feeding America Map The Meal Gap study.
- 1st – Texas ranks first in the number of children who are food insecure, according to the Feeding America Map The Meal Gap study.
- 26 – Number of counties in East Texas we serve.
- 200 – Number of partners and feeding programs we provide food for.
- 240,910 – East Texans who are “food insecure”, according to the Feeding America Map The Meal Gap.
- 1 in 5 East Texans, including 1 in 4 children, are hungry today.
- 80,000 – Households that are served by the East Texas Food Bank.
- 240,910 – Hungry people (adults & children) in our 26 county service area, according to the Feeding America Map The Meal Gap.
- 75,370 – Hungry children in our 26 county service area, according to the Feeding America Map The Meal Gap.

Find Food

-- Select a county --

or

Enter your zip code or city/state in East TX

https://www.easttexasfoodbank.org/who-we-are/facts/
Our mission is to **fight hunger** and **feed hope in East Texas**.
History

Since October 1988, the East Texas Food Bank, a 501(c)(3) nonprofit organization, has provided food to over 200 partner agencies and food programs, in an effort to feed children, the working poor and seniors throughout 26 counties in East Texas. A member of Feeding America, The East Texas Food Bank is one of four food banks that serves the Gulf Coast Region who are pre-staged with food products from Feeding America, to respond to disasters.

Our food sources include a variety of national, regional and local food manufacturers, brokers, wholesalers, and retailers donate food to the East Texas Food Bank. Donated food includes overproduced or discontinued items, frozen foods, dairy products, mislabeled goods, dented cans, day-old breads and pastries, and odd-sized produce. Local farmers and gardeners provide fresh produce. Individuals, businesses and community organizations support the East Texas Food Bank through various canned food drives throughout the year.
Programs

The East Texas Food Bank cares about and serves children, families and seniors who do not have enough food to eat. Every day, we work to feed people through a variety of programs and services.

Child Assistance

- **BackPack**
  Provides school children food over the weekend so they return ready to learn.

- **Kids Cafe® & Afterschool Snack**
  Provides snacks and meals to local after-school programs.

- **Summer Food**
  Provides nutritious meals at locations in the summer where children play.

Senior Assistance

- **Senior Box**
  Provides a monthly nutritious box of food to seniors who qualify.
Other Assistance

Mobile Pantry
Delivers truckloads of food to rural locations in our service area that have little to no access to emergency food.

LEARN MORE

Nutrition Education
Educates and promotes healthy and safe food for children, families and seniors that need it most.

LEARN MORE

Benefits Assistance
Provides referrals to services such as SNAP, Children’s Medicaid and Women, Infants and Children (WIC).

LEARN MORE

Fresh Produce
Our long term goal is to continue to increase distribution of healthy, nutritious produce, which is key in the health of the children, families and seniors we serve in East Texas.

LEARN MORE
47 Required Third Party Reports
### Required Third Party Reports

**ALL third-party reports must include the following statement:**

"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - **Prepared by:** Phase Engineering
   - **Date of Report:** 2/21/2020
   - **Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.**
   - **If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.**
   - **Development is funded by USDA and is not required to supply an ESA.**

2. **Environmental Clearance (Direct Loan applications only)**
   - **All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, 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.**
   - **Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.**
   - **Applicant has submitted an environmental packet to TDHCA and clearance is pending.**
   - **Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.**
   - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - **A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:**
     - **Name of Firm:**
     - **Contact Person:**
     - **Contact Telephone:**
     - **Email:**

3. **Primary Market Area Map**
   - **Primary Market Area (PMA) map with definition of PMA is included behind this tab.**
   - **Prepared by:** Vogt Strategic Insights
   - **Date of Report:** 4/1/2020
   - **Development Site Location:**
     - **Longitude:** -95.612902
     - **Latitude:** 33.12413

4. **Scope and Cost Review (SCR) (formerly PCA)**
   - **Prepared by:** na
   - **Date of Report:**

5. **Appraisal**
   - **Prepared by:** na
   - **Date of Report:**

6. **Feasibility Report**
   - **Prepared by:** BGE, Inc.
   - **Date of Report:** 2/26/2020

---

2/27/2020
Environmental Site Assessment Certification  
TDHCA #20016 Reserve at Sulphur Springs

The Phase I Environmental Site Assessment was conducted by Phase Engineering, Inc. on February 21, 2020. Based on findings in the report, Phase Engineering, Inc. recommended that sampling of suspect asbestos-containing materials and lead safe practices during demolition of existing structures be conducted.

We will allocate funds towards the recommended actions identified above and towards following any mitigation recommendations that come from those actions.

[Signature]

Brian McGeady  
Authorized Signer  
Reserve at Sulphur Springs LLC
### MARKET ANALYSIS SUMMARY

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<th>MVAH Partners</th>
<th>Date:</th>
<th>2/19/2020</th>
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<tr>
<td>Contact:</td>
<td>Justin Gregory</td>
<td>Phone:</td>
<td>(513) 964-1152</td>
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<td>Development:</td>
<td>Reserve at Sulphur Springs</td>
<td>Target Population:</td>
<td>senior</td>
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<td>Definition of Elderly Age:</td>
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<td>Site Location:</td>
<td>League and Bell Streets</td>
<td>City:</td>
<td>Sulphur Springs</td>
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<td>Site Coordinates:</td>
<td>Latitude: 33.12413</td>
<td>Longitude: -95.612902</td>
<td>County: Hopkins</td>
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<td>(decimal degree format)</td>
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#### Primary Market Area (PMA) page ____________

| Square Miles | 24.4 |

#### CENSUS TRACTS

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</table>
Mr. Brent Stewart  
Texas Dept. of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701  

RE: Public Information Request  

Greetings:  

As part of the market studies produced for the 2020 9% LIHTC application round, Vogt Strategic Insights (VSI) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. VSI acknowledges that the Texas Department of Housing and Community Affairs (the “Department”) may publish this report 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,  

Kyle Reiff  
Vogt Strategic Insights, Ltd
Tie Breakers
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, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

Is Site in Region 11 or 13?  
- Yes  
- No  

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<th>Poverty Rate is less than 17.0341.</th>
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<td>Poverty Rate = NA</td>
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Is Site in Region 11?  
- Yes  
- No  

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<td>Poverty Rate = NA</td>
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</table>

Is Site in Region 13?  
- Yes  
- No  

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<th>No</th>
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<tbody>
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<td>Poverty Rate = NA</td>
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</table>

Rent Burden Rank = 2096  
(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: -95.612796
Development Latitude: 33.123655
Target Population: Elderly
Closest Development serving same Population: Sulphur Springs Pioneer Crossing for Seniors
Application Number: 10033
Address: 668 Gossett Lane Sulphur springs, TX 75482
Year of Award: 2010

2/22/2020
Deficiency Documents
June 25, 2020

Shannon Roth
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: shannon.roth@tdhca.state.tx.us

Re: Reserve at Sulphur Springs, Sulphur Springs, Application # 20016

Dear Ms. Roth:

Please see the following responses and associated attachments regarding the deficiency for HTC application #20016 Reserve at Sulphur Springs, dated June 23, 2020. The attachment includes missing documentation and evidence where applicable.

1. **Site Control: Submit a timeline regarding site control and closing. Provide any additional fees if paid.**

   The following timeline provides the milestones for site control. I have also attached the receipt for the first progress payment made May 11, 2020.

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<th>Description</th>
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<td>PSA Effective Date</td>
<td>11-13-19</td>
<td>specified in contract</td>
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<td>Deposit Date</td>
<td>11-23-19</td>
<td>10 days after Effective Date</td>
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<td>Inspection Period</td>
<td>05-11-20</td>
<td>180 days after Effective Date</td>
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<td>Extension Period 1</td>
<td>08-09-20</td>
<td>90 days after Inspection Period $2,500 due</td>
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<tr>
<td>Extension Period 2</td>
<td>11-07-20</td>
<td>90 days after Extension Period 1 ends $2,500 due</td>
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<tr>
<td>Inspection Period Ends (with both Extensions)</td>
<td>11-07-20</td>
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<tr>
<td>Closing Date</td>
<td>12-07-20</td>
<td>30 days after the expiration of the Inspection Period</td>
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<tr>
<td>Closing Extension 1</td>
<td>02-05-21</td>
<td>60 day closing extension 1, $5,000 due</td>
</tr>
<tr>
<td>Closing Extension 1</td>
<td>04-06-21</td>
<td>60 day closing extension 2, $5,000 due</td>
</tr>
<tr>
<td>Final Closing</td>
<td>04-06-21</td>
<td></td>
</tr>
</tbody>
</table>

2. **Site Plan: Identify which accessible parking spaces are van accessible.**

   See the attached site plan with accessible parking spaces designated.

3. **Identify where the common area space on this site plan matches the Architect’s Certification.**

   The common area square footage is highlighted on the attached area summary from the Application I added my scratch notes that I used to confirm that the highlighted numbers total 23,199 square feet.
4. **Financing:** Confirm the interest rate for both the construction and permanent loan. Confirm that the rates in the letter from PNC matches with those on the Summary of Sources and Uses Form.

   See the attached correct PNC letter that is consistent with the interest rates on the Sources and Uses form.

5. **Organization Chart and List of Organizations and Principals:** Review Org Box 1 and confirm whether or not MVAH Reserve at Sulphur Springs, LLC has been formed. Looking at the org chart is looked like it was formed in 2019; however Tab 38 org box 1 says to be formed.

   See the attached correct Owner Organizational Chart.

Thank you for your review. Please let us know if you have any further questions or require further documentation by contacting me at (512)-473-2527 or at sallie@structuretexas.com

Sincerely,

[Signature]

Sallie Burchett, AICP
Consultant to the Project
May 11, 2020

VIA EMAIL

Chicago Title Company
14755 Preston Road, Ste 600
Dallas, TX 75254
Attn: Jackye Mees

Re: Purchase and Sale Agreement effective November 13, 2019
(“Agreement”) by and between MVAH HOLDING LLC, a Georgia limited liability company; (“Purchaser”) and Mahealani Ranch, (the “Seller”).

Dear Jackye,

Per Section 5.2 of the Purchase and Sale Agreement, Purchaser is exercising the right to extend the Inspection Period for ninety (90) days. The new Inspection Period will expire on August 9, 2020.

Also, a wire in the amount of $2,500 representing the first “Extension Fee” was sent to the Title Company to be held in escrow.

Please do not hesitate to contact me with any questions that you may have regarding this matter at 513-964-1168

Sincerely,

Laura McManus
MVAH Partners LLC
ESCROW RECEIPT


GF# 80005519000069

Title Company:
Chicago Title
Coats Rose, PC, Fee office for Chicago Title

Address:
14755 Preston Road, Suite 600
Dallas, Texas 75254

By: Jackye Mees, Escrow Officer
jmees@coatsrose.com
(972) 419-4760

EXTENSION FEE RECEIPT

Title company acknowledges receipt of the Extension Fee in the amount of $2,500.00 in the form of a wire on May 11, 2020.

GF# 80005519000069

Title Company:
Chicago Title
Coats Rose, PC, Fee office for Chicago Title

Address:
14755 Preston Road, Suite 600
Dallas, Texas 75254

By: Jackye Mees, Escrow Officer
jmees@coatsrose.com
(972) 419-4760
LOCAL PARKING REQUIREMENTS:

PARKING SPACE STANDARDS:
RESIDENTIAL: 1.5 SPACE PER UNIT PER THE TEXAS DESIGN STANDARDS (NO LOCAL CODE)

TOTAL REQUIRED PARKING = 108 SPACES
TOTAL PROVIDED PARKING = 121 SPACES (INCLUDES 8 ACCESSIBLE PARKING SPACES)

TDHA AMENITIES CONTAINED WITHIN BUILDINGS A AND B:
1. FURNISHED COMMUNITY ROOM
2. FURNISHED FITNESS CENTER WITH AT LEAST 1 PIECE OF EQUIPMENT PER 40 UNITS
3. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:
4. ACTIVITY ROOM
5. ONE CHILDREN'S PLAYSCAPE EQUIPPED FOR 5 TO 12 YEAR OLDS

SITE NOTES:
SITE ACREAGE IS 5.43 ACRES
1/10 IS FUT LULU, 1/10 WITHIN 1/10, 31/50 YARDS LULU平
SITE IS NOT LOCATED WITHIN A WETLAND
SITE DOES NOT REQUIRE A DETENTION POND
SITE HAS NO KNOWN EASEMENTS OR PIPELINE EASEMENTS
ALL SITE ROUTES TO BE ACCESSIBLE THROUGHOUT
## BUILDING & UNIT COUNT

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<th>BUILDING TYPE</th>
<th>AMOUNT USED</th>
<th>UNIT COUNTS PER EACH BUILDING</th>
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<tr>
<td></td>
<td>1 BED / 1 BATH TYPE 1A</td>
<td>1 BED / 1 BATH TYPE 1B</td>
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<tr>
<td>A</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>TOTAL UNITS BY TYPE</td>
<td>4</td>
<td>30</td>
</tr>
</tbody>
</table>

## BUILDING 'A' SIZE

### FIRST FLOOR
- **NET RENTABLE AREA**: 13,319
- **CIRCULATION**: 3,978
- **COMMON AREA**: 614
- **EMPLOYEE AREA**: 389
- **FIRST FLOOR GROSS AREA**: 18,300

### SECOND FLOOR
- **NET RENTABLE AREA**: 13,319
- **CIRCULATION**: 4,210
- **COMMON AREA**: 584
- **EMPLOYEE AREA**: 187
- **SECOND FLOOR GROSS AREA**: 18,300

### THIRD FLOOR
- **NET RENTABLE AREA**: 13,319
- **CIRCULATION**: 3,971
- **COMMON AREA**: 686
- **EMPLOYEE AREA**: 124
- **THIRD FLOOR GROSS AREA**: 18,300

### TOTAL GROSS FLOOR AREA
- 54,900

### TOTAL RENTABLE AREA
- 39,907

## BUILDING 'B' SIZE

### FIRST FLOOR
- **NET RENTABLE AREA**: 5,781
- **CIRCULATION**: 2,459
- **COMMON AREA**: 0
- **EMPLOYEE AREA**: 293
- **FIRST FLOOR GROSS AREA**: 6,533

### SECOND FLOOR
- **NET RENTABLE AREA**: 5,781
- **CIRCULATION**: 2,207
- **COMMON AREA**: 307
- **EMPLOYEE AREA**: 38
- **SECOND FLOOR GROSS AREA**: 6,533

### THIRD FLOOR
- **NET RENTABLE AREA**: 5,781
- **CIRCULATION**: 2,217
- **COMMON AREA**: 497
- **EMPLOYEE AREA**: 38
- **THIRD FLOOR GROSS AREA**: 6,533

### TOTAL GROSS FLOOR AREA
- 24,599

### TOTAL RENTABLE AREA
- 17,343

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**RESERVE AT SULPHUR SPRINGS**  
sulphur springs, texas  
02.06.20  
business data - 01  
© 2020 MVVA Development LLC
February 19, 2020

Via Email

Justin Gregory
MVAH Holding, LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

RE: Reserve at Sulphur Springs, LLC (the "Property")
   Reserve at Sulphur Springs, Sulphur Springs, Texas (the "Partnership")

Dear Justin,

I am pleased to provide you with PNC Bank’s (the "Lender") proposal to provide a $10,000,000 Construction Loan converting to a $2,000,000 Term Loan (the "Credit Facility") for Reserve at Sulphur Springs, a 72-unit affordable housing development located in Sulphur Springs, Hopkins County, Texas, subject to the following terms and conditions:

In the event the project owner is a limited liability company, the term “Partnership” shall mean "Company", the term “General Partner” shall mean “Managing Member", and the term “Limited Partner” shall mean “Investment Member”.

Borrower

Reserve at Sulphur Springs, LLC, a Texas limited liability company (the "Borrower"). The Construction Loan shall be full recourse to the Borrower until conversion to the Term Loan.

Guarantor(s)

Guarantees of completion and repayment during the development period shall be provided by persons or entities acceptable to the Lender. A limited recourse guaranty covering typical carve-outs and environmental issues will be required during the permanent stage.

Credit Facility

Construction Loan: $10,000,000

Term Loan: $2,000,000
Term of Loan

The Construction Loan period will be two years. Upon satisfaction of all of the conditions for converting the construction loan to the Term Loan provided by Lender the Term Loan will be 30 years. The Term Loan will be based on an amortization of thirty (30) years.

Interest Rates/
Rate Lock

Construction Loan: One-month LIBOR plus 200bp (floating over term of Construction Loan). As of the date of this letter, the rate is estimated to be 5.00%.

Term Loan: Approximately 300 basis points over the 10 Year U.S. Treasury Security. The final permanent interest rate will be determined at the time of rate lock, which will occur prior to the construction loan closing. As of the date of this letter, the rate is estimated to be 6.00%.

In order to lock the interest rate for the permanent loan, you must provide us with a refundable rate lock deposit equal to 3% of the loan amount. This deposit will be returned following the conversion of the permanent loan, or it will be retained by Lender in the event that the permanent loan does not close. In addition, Borrower must provide a promissory note to Lender at the time of rate lock in the amount of 5% of the permanent loan amount. This note will be secured by a second deed of trust against the Property. The note will be returned to Borrower upon the funding of the permanent loan and the deed of trust will then be released.

Commitment Fees
(Paid at Closing)

Construction Loan: $100,000
Term Loan: $20,000

Collateral

The Credit Facilities shall be secured by a first priority fee mortgage on the land associated with the Project and all improvements to be constructed thereon. First priority assignment of leases, rents and income from the Project. First priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents. First priority perfected security interest in all other assets of the Borrower related to the Project.
Environmental Indemnity

The Borrower, Guarantor and other persons or entities specified by Lender shall indemnify and hold the Lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials.

Appraisal Reports and Debt Service Coverage

Lender must receive an appraisal report ("Appraisal Report") satisfactory to it in all respects within 90 days prior to the Construction Loan closing date. The Appraisal Report will be ordered by Lender from an appraisal firm selected by Lender which has either the "M.A.I." designation or is State Certified. The maximum loan-to-value based upon achievable restricted rents is 90%, and the debt service coverage ratio shall be consistent with Lender's policies.

Subordinated Debt

In addition to the construction and term loan, subordinated debt will be allowed subject to advance written consent of the Lender. All secondary financing shall be subordinate in all respects to the Lender's loans.

Conversion Requirements

Before converting to the Term Loan, the Project shall achieve and maintain at a minimum 90% physical occupancy and an annualized 1.15 to 1 debt service coverage on the first mortgage debt and a combined 1.10 to 1 debt service coverage for all debt for a period of 90 consecutive days. Lender may, if necessary, reduce the amount of the Term Loan to that level which produces the required debt service coverage in the event stabilized net operating income is less than projected. The costs of updated third party reports, including an updated appraisal, shall be borne by the Borrower.

Representation Warranties, and Documentation

Standard representations and warranties, terms and conditions, and loan documents as are typical in this type of financing as may be required by Lender. Borrower will make usual representations and warranties as of the Construction Loan closing and the date of conversion to the Term Loan and in connection with each advance including, but not limited to, corporate existence, compliance with laws, enforceability, true title to properties, environmental protection, no material litigation, ERISA compliance, insurance, absence of default and absence of material adverse change, and availability of low income housing tax credits.

Closing

Lender's obligation to close the Credit Facilities is subject to the Lender's receipt of all necessary fees and closing costs and review of the following reports and information, all of which are to be in form and substance satisfactory to Lender and which shall be provided no later than ninety (90) days from the date the tax credits are reserved or allocated: plans and specifications and construction
Reserve at Sulphur Springs, LLC
Proposal Letter
February 19, 2020

contract (providing for payment and performance bonds as may be required by Lender) approved by Lender’s inspecting architect; final budget demonstrating adequate funds to develop the Project from sources acceptable to Lender; Phase I environmental report; title insurance; survey; zoning; permits; opinions of counsel; evidence of reservation or allocation of tax credits; market study demonstrating feasibility satisfactory to Lender; financial statements of, and other information relating to the business activities of, sponsor, developer, guarantors and any principal with a material financial ownership interest in the Project or the foregoing parties, (collectively the "Development Parties"), which is satisfactory to Lender; satisfactory progress and performance of other projects developed by the Development Parties and absence of prior default by any of the Development Parties with respect to any credit or equity facility provided by Lender; and such other information which Lender may require or which are customary in similar transactions.

Loan Call Protection
The executed loan documents will contain prepayment lockout, defeasance, yield maintenance and/or prepayment penalties.

Assignment
Borrower may not assign this Proposal or any interest therein without the consent of the Lender.

Expiration
This firm Proposal shall expire automatically the earlier of June 30, 2020 or when the Borrower is informed that it did not receive an allocation of tax credits, unless extended in writing by Lender.

Lender’s obligation to provide the requested financing is expressly conditioned on the fact that no information submitted to Lender in connection with the Credit Facilities shall prove to be false or misleading in any material respect, and that no bankruptcy, insolvency, receivership, or any other debtor’s relief proceedings shall be commenced by or against the Borrower.

Additionally, we have performed a preliminary review of the creditworthiness of MVAAH Partners and its Principals. At this time, PNC Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.
Thank you for the opportunity to be of service to you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Ryan Edwards
Vice President
FNC Bank, N.A.

Agreed to and accepted:

MVAH Holding, LLC
Its. General Partner
By:  
Name: Brian McGeeby
Title: Authorized Signer
Date: 02/24/20
Reserve at Sulphur Springs Ownership Organizational Structure

MVAH Reserve at Sulphur Springs LLC
a to be formed Texas limited liability company
Managing Member 0.0075%
EIN to be determined

MVAH Holding LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3736407
100% Member

MVAH Partners LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3746970
100% Sole Member

Reserve at Sulphur Springs LLC
a to be formed Texas limited liability company

Sulphur Springs Auxano GP LLC
a to be formed Texas limited liability company
Member HUB .0025%
EIN to be determined

Auxano Development, LLC
a Texas limited liability company
Formed 08/21/18 EIN: 83-1758340
a Texas HUB
100% Member

Darren Smith
100% Sole Member

TBD
Investor Limited Partner 99.99%

Michael Riechman
50% Managing Member
Ability to exercise control

Brian McGeady
50% Managing Member
Ability to exercise control
Scoring Notice
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 121
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 121
Difference between Requested and Awarded: 0

Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

Points Awarded for §11.9(c)(8) Readiness to Proceed: 0
Points Awarded for §11.9(d)(1) Local Government Support: 0
Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

Points Awarded for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

Final Score Awarded to Application by Department staff (Including all points): 137

Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:

NA

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Friday, August 21, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Marni Holloway at (512) 475-1676 or by email at mailto:marni.holloway@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
RFAD
RFI
Board Action
Commitment/Determination Notice
MFDL Award
Carryover