2020 Multifamily Uniform Application

REVISED January 23, 2020
2020 HTC
Full Application

Part 1 Tab 1a
Application Certification

(Part 1 Tab 1b required for 4% Tax Exempt Bond Developments only)
2020 Multifamily Uniform Application Certification

Development Name: Provision at Bomber Road

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.

Provision at Bomber Road, LP

Applicant Entity Name

By: 

Signature of Authorized Representative
Ryan Combs

Printed Name
Authorized Representative

Title
2/21/20

Date

Sworn to and subscribed before me on the 
by Ryan Combs

(Personalized Seal)

Notary Public Signature

Notary Public, State of

County of

My Commission Expires:

Date

2/5/2020
Development Owner Certification, Acknowledgement, and Consent
There are several requirements and certifications mentioned in the document. Here's a breakdown:

### 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.

### Neighborhood Risk Factors (NRF)
- 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.

### Relationship Terminations:
- Termination of Relationship in an Affordable Housing Transaction
- Voluntary Compliance Agreement (or any similar agreement resulting from negotiations regarding noncompliance)

### 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
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 in accordance with the Department’s rules those aspects of the Development that may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

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

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

All Applications proposing Rehabilitation (including Reconstruction 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)(B).

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

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include 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.

____X____ 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.

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

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

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

____X____ 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)*

- [ ] 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.
- [x] The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application (select all that apply):
  - [ ] within 300 feet of junkyards
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)

× 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.
By:

____________________________
Signature

Ryan Combs
Printed Name

Authorized Representative
Title

____________________________
Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared
Ryan Combs, 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 21st day of February 2020

(Rose Maria Gonzalez Salazar)
Notary Public, State of Texas
Notary ID 131143083
Comm. Expires 06-12-2021

Notary Public Signature
This Development is located across the street from parking that serves the Lockheed Martin facility. Please find the attached local ordinance from the City of White Settlement regulating the distance from Lockheed Martin to a multifamily development.
ORDINANCE NO. 2020-02-006

AN ORDINANCE OF THE CITY OF WHITE SETTLEMENT
CITY COUNCIL ORDINANCE ESTABLISHING DISTANCE
SEPARATION BETWEEN PROPERTIES CONTAINING
MULTI-FAMILY RESIDENTIAL DEVELOPMENT IN
PROXIMITY TO THE LOCKHEED MARTIN FACILITY.

WHEREAS, the City of White Settlement currently does not have any restrictions regarding the distance separation from multi-family residential development from property containing the Lockheed Martin facility located at 1 Lockheed Blvd, Fort Worth, TX 76108; and

WHEREAS, the Lockheed Martin facility poses no threat to neighboring residential and is a sustainable asset and employment center for the City of White Settlement; and

WHEREAS, the City Council finds that adoption of this ordinance will provide for reinvestment and the ability for new quality housing in appropriate locations in close proximity to the area’s largest employer; and

WHEREAS, the City of White Settlement is authorized by law to adopt the provisions contained herein; and

WHEREAS, the City Council of the City of White Settlement deems the passage of this ordinance as necessary to protect the public, health, safety, and welfare; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including, but not limited to the Open Meetings Act; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance, including but not limited to the Open Meetings Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS THAT:

SECTION 1.
That, the statements contained in the preamble to this ordinance are hereby adopted as findings of fact and as a part of the operative provisions hereof.

SECTION 2.
A new multi-family residential development may have its boundary no less than zero feet (i.e. adjacent) to the boundary of a property containing the Lockheed Martin facility as long as that development adheres to the Multifamily guidelines of the City of White Settlement.
SECTION 3.
The City Council intends the provisions of this ordinance to become a part of the Code of
Ordinances of the City of White Settlement, and sections of this ordinance may be renumbered
or relettered to accomplish such intention.

SECTION 4.
This Ordinance shall be in full force and effect from and after its passage and publication as required
by law, and it is so ordained.


Ronald A. White, Mayor

Attest:

Amy Arnold, TRMC, CMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney
2020 HTC
Full Application

Part 1 Tab 3

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

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

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

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.*
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 timeframe 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.
By: ____________________________
Signature of Authorized Representative

Ryan Combs
Printed Name

Authorized Representative

Title

2/21/20
Date

THE STATE OF Texas §
COUNTY OF Dallas §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _______ day of ________________________________

(Seal)

Notary Public Signature

Page 6 of 6
January 2, 2020
By: Natalie Combs

Signature of Authorized Representative

Natalie Combs

Printed Name

Authorized Representative

Title

2/21/20

Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared Natalie Combs, 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 21st day of February 2020

Notary Public Signature
By: 

Signature of Authorized Representative

Michael Gardner

Printed Name

Guarantor

Title

02/10/2020

Date

THE STATE OF Texas §

COUNTY OF Dallas §

Before me, a notary public, on this day personally appeared Michael Gardner, 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 10 day of February 2020

(Seal)

RYAN THOMAS DAUER
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310428

Notary Public Signature
Multifamily Direct Loan Certification

NA
Multifamily Direct Loan Certification (10 TAC Chapter 13)

- Multifamily Direct Loan Certification is included behind this tab.

- ✗ Multifamily Direct Loan Certification is not applicable to this Application.

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

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

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

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Ryan Combs</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 983-0422</td>
</tr>
<tr>
<td><strong>Office:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:rcombs@gardnercapital.com">rcombs@gardnercapital.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 2501 N. Harwood St., Ste 1520</td>
</tr>
<tr>
<td><strong>Street:</strong></td>
</tr>
<tr>
<td><strong>City:</strong> Dallas</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 75201</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Alyssa Carpenter</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Office:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td><strong>Mobile:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Alyssa Carpenter</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Office:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td><strong>Mobile:</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1305 E 6th, Ste 12</td>
</tr>
<tr>
<td><strong>Street:</strong></td>
</tr>
<tr>
<td><strong>City:</strong> Austin</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78702</td>
</tr>
<tr>
<td>Criteria Promoting Development of High Quality Housing</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Unit Sizes</td>
</tr>
<tr>
<td>Unit and Development Features</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
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</tbody>
</table>

**High Quality Housing Total** 17

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

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

<table>
<thead>
<tr>
<th>Criteria Promoting Community Support and Engagement</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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**Community Support and Engagement Total** 11

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

**Efficient Use of Limited Resources and Applicant Accountability Total** 53

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

**Total Application Self Score** 130

2/23/2020
2020 HTC Full Application

Part 2 Tab 7

Site Information Form Part I
Site Information Form Part I

Self Score Total: **130**

1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Development Address (All Programs)</th>
<th>White Settlement ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEQ Silver Creek and McCully St.</td>
<td>No</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
<td><strong>Region</strong></td>
</tr>
<tr>
<td><strong>Zip</strong></td>
<td><strong>County</strong></td>
</tr>
<tr>
<td><strong>Urban No</strong></td>
<td><strong>No Rural via §11.204(5)(B) Rural Designation</strong></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>49529</th>
<th>Quartile:</th>
<th>3q</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QCT?</strong></td>
<td></td>
<td><strong>Poverty Rate:</strong></td>
<td>14.8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

- The site is located in a county with a population less than one million.

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

- 20319 Retreat at Westworth Village

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

- 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 contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.

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

- 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>No</th>
<th>Zoning Designation: R-6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Flood Zone Designation:</strong></td>
<td><strong>AE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Entire Development Site is outside the 100 year floodplain.</strong></td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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

2/23/2020
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.

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


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating 2018</th>
<th>TEA Rating 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Elementary</td>
<td>K through 4</td>
<td>MS</td>
<td>C</td>
</tr>
<tr>
<td>Tannahill Intermediate</td>
<td>5 through 6</td>
<td>MS</td>
<td>B</td>
</tr>
<tr>
<td>Brewer Middle</td>
<td>7 through 8</td>
<td>MS</td>
<td>C</td>
</tr>
<tr>
<td>Brewer High</td>
<td>9 through 12</td>
<td>MS</td>
<td>C</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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]

- **NA** Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was 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.
2020 HTC
Full Application

Part 2 Tab 8

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

Maps:

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified

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

Zoning and Floodplain

- Evidence of Zoning and/or Evidence of Re-Zoning Process
- 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)

- NA 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.

2/23/2020
School Attendance Zone Map with Development labeled; 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.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Street Map
Provision at Bomber Road
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Provision at Bomber Road

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution

NA
2020 HTC Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
February 6, 2020

TDHCA
221 East 11th Street
Austin, TX 78701

RE: Zoning Change Application for site of proposed Provision at Bomber Road located NWQ Silver Creek Rd and Bomber Rd in White Settlement, TX [Legal Description: REESE, JOHN J SURVEY Abstract 1308 Tract 5]

To Whom It May Concern:

The above mentioned development, to be developed by Provision at Bomber Road, LP is in the process of seeking a zoning change. An application for a zoning change has been submitted for the site of the proposed Provision at Bomber Road development located at the NWQ Silver Creek Rd and Bomber Rd in White Settlement, TX.

The City of White Settlement has received a release agreeing to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed Provision at Bomber Road development is denied.

Sincerely,

Jeffery J. James
City Manager
City of White Settlement
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
FEMA Flood Map

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

**Zones A, AE, AH, AO, VE**
Special Flood Hazard Areas Subject to inundation by the 1% annual chance Flood Event (100-year flood) - The 1% annual chance flood, also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHA includes A, AE, AH, AO, AR, A99, V, and VE.

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

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

**Future Conditions**
Future Conditions 1-percent annual chance (100-year) floodplain. Future conditions hydrology is shown for informational purposes only and are based on the request of the community and not by FEMA.

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

**Area Not Included**
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Educational Quality
Welcome to School Site Locator.
Enter an address in the search box at the top to find your schools of attendance.
If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.
Welcome to School Site Locator.

Enter an address in the search box at the top to find your schools of attendance.

If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.
### Accountability Rating Summary

<table>
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#### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

#### Distinction Designations

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<td>Science</td>
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<td>Comparative Academic Growth</td>
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<td>Postsecondary Readiness</td>
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Texas Education Agency
2019 Accountability Ratings Overall Summary
TANNAHILL INT (220920105) - WHITE SETTLEMENT ISD

Accountability Rating Summary

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Identification of Schools for Improvement
This campus is identified for targeted support and improvement.

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Welcome to School Site Locator.
Enter an address in the search box at the top to find your schools of attendance.
If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.
Texas Education Agency
2019 Accountability Ratings Overall Summary
BREWER MIDDLE (220920041) - WHITE SETTLEMENT ISD

Accountability Rating Summary

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Identification of Schools for Improvement
This campus is identified for targeted support and improvement.

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Welcome to School Site Locator.
Enter an address in the search box at the top to find your schools of attendance.
If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.
Texas Education Agency
2019 Accountability Ratings Overall Summary
BREWER H S (220920001) - WHITE SETTLEMENT ISD

Accountability Rating Summary

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Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

ELA/Reading                  Not Earned
Mathematics                  Not Earned
Science                      Not Earned
Social Studies               Not Earned
Comparative Academic Growth  Not Earned
Postsecondary Readiness      Not Earned
Comparative Closing the Gaps Not Earned
2020 HTC Full Application

Part 2 Tab 8

Supporting Documents:
Waiver of Rules

NA
2020 HTC
Full Application

Part 2 Tab 9

Site Information Form Part II
Yes

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

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

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

   AND

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

   OR

   The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as (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).

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

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

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

   Application is seeking points for Opportunity Index.

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

   Total Points Claimed: 0

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

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

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

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

Yes

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);

No

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);

No

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);

No

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);

Contiguous Census Tract #

---

Contiguous Census Tract #

---

Contiguous Census Tract #

---

No

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)

No

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);

No

Application is seeking points for Proximity to Job Areas

<table>
<thead>
<tr>
<th>Proximities to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]</th>
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<td>A. Proximity to the Urban Core</td>
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<td>Application is not in the At-Risk Set-Aside; AND</td>
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<tr>
<td>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</td>
</tr>
<tr>
<td>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)</td>
</tr>
<tr>
<td>OR</td>
</tr>
<tr>
<td>B. Proximity to Jobs (select one)</td>
</tr>
<tr>
<td>x Application is not in the At-Risk or USDA Set-Aside; AND</td>
</tr>
<tr>
<td>The Development is located within 1 mile of 16,500 jobs. (6 points)</td>
</tr>
<tr>
<td>x The Development is located within 1 mile of 13,500 jobs. (5 points)</td>
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<td>The Development is located within 1 mile of 10,500 jobs. (4 points)</td>
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<td>The Development is located within 1 mile of 4,500 jobs. (2 points)</td>
</tr>
<tr>
<td>The Development is located within 1 mile of 2,000 jobs. (1 point)</td>
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Application is seeking points for Proximity to Job Areas

<table>
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<th>Total Points Claimed:</th>
</tr>
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<tbody>
<tr>
<td>4</td>
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</tbody>
</table>

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

Region: 3 Urban

Yes

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

x No points were claimed for Opportunity Index.

x Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

x The CRP Packet has been completed and is included behind Tab 10.

Application is seeking points for Concerted Revitalization.

<table>
<thead>
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<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
</tr>
</tbody>
</table>

2/23/2020
### 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)

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
<th>Total Points Claimed:</th>
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</thead>
<tbody>
<tr>
<td>x</td>
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### 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>
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Supporting Documentation for Site Information Form Part II
Supporting Documentation for the Site Information Form Part II

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

- [ ] Map with Development Site boundaries indicated, relative to census tract boundaries
- [ ] Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- [ ] Map(s) of Community Assets with Development, radius, and each asset labeled
- [ ] Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- [x] 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.

- [x] 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))

- [x] 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 ([http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm))

- [x] 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)

**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.

**For Economically Distressed Areas:** ([http://www.twdb.texas.gov/financial/programs/EDAP/index.asp](http://www.twdb.texas.gov/financial/programs/EDAP/index.asp))

- [ ] 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 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))

- [x] Map with Development Site boundaries indicated, relative to census tract boundaries

- [x] Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.

- [x] 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

### 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.

2/23/2020
OR

Proximity to Jobs

- 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)

- 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

- 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)

- 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.
2020 HTC Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index

See CRP Tab
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
Underserved Area
Provision at Bomber Road

This application qualifies for 4 points for Underserved Area under the following subsection:

(C) The Development Site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department's property inventory tab of the Site Demographic Characteristics Report; (4 points);

This application is located in Census tract 48439110701. According the HTC property inventory, this tract does not have an existing HTC allocation.

Source: US Census
Supporting Documents:
Proximity to Urban Core

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Jobs
Work Area Profile Analysis

enter your own subtitle

Display Settings
- Characteristic Filter: Total
- Year: 2017

Map Controls
- Color Key
- Thermal Overlay
- Point Overlay
- Selection Outline
- Identify
- Zoom to Selection
- Clear Overlays
- Animate Overlays

Report/Map Outputs
- Detailed Report
- Export Geography
- Print Chart/Map

Legends
- 5 - 1,566 Jobs/Sq.Mile
- 1,567 - 6,252 Jobs/Sq.Mile
- 6,253 - 14,061 Jobs/Sq.Mile
- 14,062 - 24,995 Jobs/Sq.Mile
- 24,996 - 39,052 Jobs/Sq.Mile
- 1 - 24 Jobs
- 25 - 374 Jobs
- 375 - 1,893 Jobs
- 1,894 - 5,982 Jobs

Change Settings

Total Primary Jobs
- Count: 16,354
- Share: 100.0%

Worker Age
- Age 29 or younger: 1,673 (10.2%)
- Age 30 to 54: 8,638 (52.8%)
- Age 55 or older: 6,043 (37.0%)

Earnings
- $1,250 per month or less: 386 (2.4%)
- $1,251 to $3,333 per month: 682 (4.2%)
- More than $3,333 per month: 15,286 (93.5%)

Source: U.S. Census Bureau, Center for Economic Studies | e-mail: CES.OnTheMap.Feedback@census.gov
Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

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Analysis Settings

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Data Sources

Notes
1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011.
4. Data on Federal employment are not available after 2015.
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
### 2020 Declared Disaster Areas

**Counties Eligible under §11.9(d)(3) of the 2020 QAP as of November 20, 2019**

<table>
<thead>
<tr>
<th>County</th>
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Supporting Documents:
Readiness to Proceed

NA
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control:</th>
<th>Site Plan:</th>
<th>Appraisal:</th>
<th>ESA:</th>
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</thead>
<tbody>
<tr>
<td>8.719</td>
<td>8.719</td>
<td>NA</td>
<td>8.719</td>
</tr>
</tbody>
</table>


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

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

Site control exhibit A has survey with final acreage.

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>III Villas LLC</td>
<td>Naga Kishor Vankayala</td>
</tr>
</tbody>
</table>

117 Ridgecrest Ct

Address

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coppell</td>
<td>TX</td>
<td>75019</td>
<td>2/1/18</td>
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Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

If “Yes,” please explain: NA

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

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dan Nino</td>
<td>None</td>
</tr>
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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: 10/31/20  Anticipated Closing Date: 10/31/20
- [x] 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:

[Ground lease, condominium, master lease, etc..]

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.
   - Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments
   - Development is located in a Small Area Difficult Development Area (SADDA)
   - Rural Development (Competitive HTC only)
   - Development is entirely Supportive Housing (Competitive HTC Only)
   - Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
   - Development 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:**

   

2/27/20
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documentation for
Site Information Form Part III
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:

February 6, 2020

TDHCA
221 East 11th Street
Austin, TX 78701

RE: Provision at Bomber Rd Street Abandonment

To Whom it May Concern:

Section 11.204(10)(E) of the 2020 QAP states, "If control of the entire proposed Development Site requires that a plat or right of way be vacated, evidence that the vacation/re-platting process has started" must be submitted with the Application.

The site for TDHCA Application #20153 Provision at Bomber Road requires the abandonment of a city street that had previously been platted on the site (but not built) as well as a small piece of land originally intended for a lift station.

This letter is to confirm that the Applicant, Provision at Bomber Road, LP, has started the abandonment process with the City of White Settlement.

Sincerely,

Jeffery J. James
City Manager
City of White Settlement
Tarrant County, Texas

EARNEST MONEY CONTRACT AND PURCHASE AND SALE AGREEMENT FOR REAL ESTATE (UNIMPROVED)

Gardner Capital Investment Fund, LLC, a Texas limited liability company, or its assigns (collectively the "Purchaser"), offers to purchase from Ill Villas LLC (the "Seller") certain real estate being a tract or tracts of land consisting of approximately 7 acres, more or less, located at approximately 800 Bourland Drive, located in The City of White Settlement, Tarrant County, Texas, described more specifically on Exhibit “A” (the Legal Description”) attached hereto, together with all improvements thereon and appurtenances and hereditaments thereunto belonging (all of which is hereinafter referred to as the “Real Estate”), for the total sum of ONE MILLION EIGHT HUNDRED ANF FIFTY THOUSAND DOLLARS AND 00/100 ($1,850,000.00) of gross acreage as set forth in the Survey (and further defined in Paragraph 7.2) (the “Purchase Price”) of the Real Estate, subject to the following and only the following, written terms and conditions of this Earnest Money Contract and Purchase and Sale Agreement for Real Estate (this "Contract").

1. **Earnest Money Deposits.** Purchaser shall deposit within five (5) business days to the Escrow Agent of the Title Company (the “Escrow Agent”) the initial sum of Twenty Thousand and No/00 Dollars ($20,000.00) (the “Initial Deposit”) as earnest money for this transaction (the “Initial Deposit”) and shall be nonrefundable and distributed by Title Company to Seller on April 1, 2020, provided this Contract has not previously been terminated, with such amount applied to the Sales Price at Closing. Purchaser shall deposit an additional sum of Thirty thousand and No/00 Dollars ($30,000.00) by April 16, 2020, as a second Earnest Money Deposit (the “Second Deposit”) which shall become nonrefundable and distributed by Title Company to Seller on September 1, 2020, provided this Contract has previously been terminated, with such amount applied to the Sales Price at Closing. Upon completion of the inspections and submission of both preliminary and full tax credit applications and supplemental documentation to the Texas Department of Housing and Community Affairs (“TDHCA”) and the release of initial TDHCA scoring logs, Purchaser shall determine to proceed with or terminate contract. If Purchaser elects to proceed, Purchaser shall instruct Escrow Agent to release to Seller the Initial Deposit on or before April 15th, 2020. Upon written notice of an allocation of tax credit awards, Purchaser shall instruct Escrow Agent to release to Seller the Second Deposit on or before September 1, 2020. At the Closing, the Initial Deposit and Second Deposit (collectively, the “the Earnest Money”) shall be credited to the Purchase
Price.

If Purchaser, in its sole discretion determines prior to April 15, 2020, not to proceed with a purchase of the Real Estate, then the Purchaser shall notify the Seller and Escrow Agent in writing that the Purchaser intends to terminate this Contract, in which event the Purchaser shall receive a refund of the Initial Deposit per the terms of Section 1, this Contract shall be automatically terminated, Purchaser shall deliver a copy of the third party reports related to the Real Estate to Seller at this time and the parties shall have no further obligations one to the other. If Purchaser, in its sole discretion determines after April 15th, 2020, but prior to August 31, 2020, not to proceed with the purchase of the Real Estate, then the Purchaser shall notify the Seller and Escrow Agent in writing that the Purchaser intends to terminate this Contract, in which event the Purchaser shall receive a refund of the Second Deposit per the terms of Section 1, this Contract shall be automatically terminated, and the parties shall have no further obligations one to the other.

All materials furnished by Seller during Inspection Period shall be returned to Seller; and all due diligence materials, including surveys, environmental studies, geotechnical reports, and feasibility reports prepared on behalf of the Purchaser during the Inspection Period shall be provided to the Seller upon receipt of the Initial Deposit.

1.1. Payment on Closing. At Closing, Purchaser shall pay to Seller the entire Purchase Price; provided that Purchaser shall receive a credit against the Purchase Price at Closing in the amount of the Earnest Money and any other credits to which Purchaser is entitled under this Contract.

2. The Real Estate.

2.1 It is hereby acknowledged and understood by Seller that Purchaser intends to develop the Real Estate as a residential apartment complex (hereinafter sometimes referred to as "Purchaser's Use"), and it is therefore a condition of this Contract that Purchaser must be able to determine to its satisfaction, in its sole discretion, each of the following matters prior to the expiration of the Inspection Period (as defined in Section 5 below);

2.1.1 that all utilities, specifically water, electric, telephone, cable and gas, access easements, as well as sanitary and drainage sewers, are available to the Real Estate at a reasonable cost and in enough size and capacity to adequately serve Purchaser's Use;

2.1.2 that the environmental conditions of the Real Estate as they relate to the Purchaser's Use, including without limitation, topography, soil consistency, geotechnical analysis, floodway designation, wetlands and animal preservation issues, are satisfactory to Purchaser; and

2.1.3 that the development of Purchaser's Use upon the Real Estate is economically feasible in all respects.

2.2 It is hereby understood and acknowledged by Seller that, if Purchaser is unable to obtain satisfactory results with respect to the matters specified in Paragraph 2.1 on or before the expiration of the Inspection Period, then Purchaser may, at its election, notify Seller in writing, at the place herein provided for notices, that it is dissatisfied with one or more of the matters specified in Paragraph 2.1, and that it thereby cancels and terminates this Contract, in which case neither party shall have further liability...
to the other arising out of this Contract, and the Title Company shall distribute the Earnest Money then on deposit in accordance with Section 1 above depending upon the time of the termination. In the event Purchaser fails to so notify Seller of its election to cancel and terminate this Contract, then such conditions shall be deemed satisfactory to Purchaser.

3. **Reports: Due Diligence Materials.** On or before five (5) days after Seller's acceptance hereof, Seller shall furnish to Purchaser copies of any existing environmental assessment reports, existing surveys, existing inspections, existing soil/geotechnical reports or other existing reports relating to the Real Estate in Seller's possession. During the Inspection Period Purchaser shall have the right, at its expense, to obtain an environmental Phase I assessment for the Real Estate from an environmental consulting firm reasonably acceptable to Purchaser (the “Consultant”), the results of which shall be set forth in a report certified by the Consultant to Purchaser, which results shall be satisfactory in all respects to Purchaser. In the event any such report reveals defective conditions, Purchaser shall have thirty (30) days from receipt of such report to notify Seller of the defective conditions, and within thirty (30) days from receipt of such notice Seller shall notify Purchaser in writing that (a) Seller will correct such conditions and the time frame in which the same will be corrected, or (b) that Seller will not correct such conditions, in which event Purchaser may terminate this Contract, receive the return of any refundable portion of the Earnest Money and the parties shall be relieved of all further obligations under this Contract.

4. **Financing.** It is a condition precedent to Purchaser's obligations hereunder that Purchaser shall receive an allocation of tax credits from the TDHCA for the development of the Real Estate, all in an amount and upon terms and conditions acceptable to Purchaser in its sole discretion (the “Allocation”). It is hereby understood and acknowledged by Seller that if after diligent pursuit Purchaser does not receive the Allocation, then Purchaser may cancel and terminate this Contract by notification thereof to Seller, and the Title Company shall immediately disburse the refundable portion of the Earnest Money to Purchaser in accordance to this Contract, any non-refundable portion of the Earnest Money to Seller, and thereafter both parties shall be relieved of all further obligations under this Contract.

5. **Inspection Period.** Purchaser shall have until 5:00 p.m. Central Time, August 31, 2020 (the “Inspection Period”) to perform all due diligence and to compile all documents deemed necessary by Purchaser, in its sole discretion, for submittal of an application and supporting documents including third party reports, letters, and resolutions (collectively, the “Application”) to TDHCA for an allocation of housing tax credits.

If Purchaser, in its sole discretion, determines prior to the conclusion of the Inspection Period not to proceed with the Application, then the Purchaser shall provide written notification to the Seller and Escrow Agent prior to 5:00 p.m., Dallas, Texas time on the last day of the Inspection Period. The Purchaser may terminate, and the refund shall be determined on the following basis:

(a) If this Contract is terminated prior to January 31, 2020, the Initial Earnest Money shall be returned to Purchaser and copies of all Purchaser acquired third party reports (not including financial work papers of Purchaser) will be provided to the Seller.
(b) If this Contract is terminated after January 31, 2020, but prior to 5:00 p.m. Dallas, Texas time of August 31, 2020 the non-refundable portion of the Second Deposit shall be disbursed to Seller, and the refundable portion shall be disbursed to Purchaser, and copies of all Purchaser acquired third party reports (not including financial work papers of Purchaser) will be provided to Seller.

(c) All materials furnished by Seller during the Inspection Period shall be returned to Seller upon Purchasers’ receipt of the Initial Earnest Money.

(d) If Purchaser fails to give Seller timely written notice that Purchaser has elected to terminate this Contract prior to the expiration of the Inspection Period, the Purchaser shall be deemed to have waived its right to terminate based upon its inspection of the Real Estate and the Earnest Money shall be released to the Seller.

Insurance Coverage. Purchaser represents, warrants and covenants that, in making any entry onto or any intrusive or non-intrusive physical or environmental inspections of the Real Estate, Purchaser and all of Purchaser's Agents entering onto or accessing the Property shall carry not less than One Million Dollars ($1,000,000.00) comprehensive general liability insurance insuring all activity and conduct of Purchaser and Purchaser's Agents while exercising such right of inspection, entry and access. Upon request, Purchaser shall provide or cause Purchaser's Agents to provide proof of insurance meeting the minimum amounts and requirements defined herein. The foregoing covenant of Purchaser and minimum insurance amount shall not impair, limit or reduce the scope, extent or amount of the Purchaser's Indemnity Obligations under this Agreement.

Notice of Inspection. Purchaser agrees that in exercising its right of access hereunder, Purchaser will use and will cause Purchaser's Agents to use their best efforts not to interfere with Seller's use of its adjacent property. Purchaser shall, at least 48 hours prior to inspection, give Seller written notice, of its intention to conduct any inspections. Purchaser agrees to cooperate with any reasonable request by Seller in connection with the timing of any such inspection. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to provide Seller with a copy of any and all information, materials and data that Purchaser and/or Purchaser's Agents discover, obtain or generate in connection with or resulting from its inspection of the Real Estate.

Restoration of Property. Purchaser shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Real Estate that results from any inspections conducted by or on behalf of Purchaser. The provisions of this Section shall survive the termination of this Contract.

Indemnification. PURCHASER AGREES (WHICH AGREEMENT SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT) TO INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY LOSS, INJURY, DAMAGE, CLAIM, CAUSE OF ACTION, LIEN, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF A BREACH OF THE FOREGOING AGREEMENTS BY PURCHASER IN CONNECTION WITH THE INSPECTION OF THE PROPERTY, OR OTHERWISE FROM THE EXERCISE BY PURCHASER OR PURCHASER'S AGENTS OF THE RIGHT OF INSPECTION, ENTRY OR ACCESS
UNDER THIS CONTRACT (COLLECTIVELY, "PURCHASER'S INDEMNITY OBLIGATIONS"). THIS SECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS CONTRACT.

6. Purchaser's Conditions to Sale

6.1 Finance Contingency. Purchaser's obligation to purchase the Real Estate is conditioned upon the Purchaser's ability to secure financing through an allocation of Housing Tax Credits (an "Award") from TDHCA. Purchaser anticipates that TDHCA will provide a notification of Award for the intended development on or before July 31, 2020 and written notification of commitment for funding on or before August 31, 2020.

6.2 Entitlement Contingency. Purchaser's obligation to purchase the Real Estate is conditioned upon the Purchaser's ability to secure all state and municipal approvals (the "Entitlements") including but not limited to rezoning, variances and permits reasonably deemed necessary by the Purchaser, in its sole discretion, to develop and operate the Real Estate for Purchaser's Use. Seller shall reasonably assist Purchaser in submitting applications required for Entitlements but shall be under no obligation to expend any funds in so doing. Purchaser's right to terminate under this contingency expires on August 31, 2020.

6.3 Access and Utilities Contingency. Purchaser's obligation to purchase the Real Estate is conditioned upon the following:

(a) The Purchaser's ability to obtain all rights-of-way, easements and licenses including but not limited to all ingress and egress, parking, grading, and utility easements (the "Easements") necessary for the Purchaser to access, develop, and operate the Real Estate for Purchaser's Use. Seller shall reasonably assist Purchaser in securing and documenting the Easements but shall be under no obligation to expend any funds in so doing.

(b) The Purchaser's ability to extend an entrance drive and extend utilities including but not limited to electricity, water, and sanitary sewer (the "Improvements") to the Real Estate, Purchaser's ability to make connections to existing utilities (including but not limited to electricity water and sanitary sewer) and Purchaser's ability to construct Improvements to the standards and specifications required by the City, State, and/or utility providers. Seller shall reasonably assist Purchaser in securing approvals to construct Improvements but shall be under no obligation to expend any funds in so doing.

7. Survey/Title. Seller shall provide evidence of any existing survey (if available) and title, and Purchaser shall review the same, as follows:

7.1 Within thirty (30) days after Purchaser's receipt of the last of the Title Commitment as set forth in more detail in Sections 7.3 and 7.4 below, and Survey as set forth in Section 7.2, Purchaser shall notify Seller in writing of any objections by the time periods noted. If Purchaser fails to notify Seller, Purchaser shall be deemed to have accepted all exceptions to title and all other matters shown on the Commitment.

7.2 Within sixty (60) days after Seller's acceptance of this Contract. Purchaser shall obtain a new staked survey of the Real Estate prepared and certified by a Registered Professional Land Surveyor.
(the “Survey”). The Survey shall set forth the net acreage of the Real Estate, which shall be equal to the gross acreage excluding any portion of the Real Estate lying within a flood zone, wetlands, easements, or existing highway or public right-of-way. The gross acreage shall be used to calculate the Purchase Price. The survey description shall be used in Seller’s deed conveying the Real Estate to Purchaser. In any event, the Survey shall be enough to cause the Title Company to delete the standard survey exceptions from the Title Policy described in Paragraph 7.3 below. Upon acceptance of the Survey by parties and the Title Company, the legal description from the Survey shall automatically be substituted for Exhibit “A” attached hereto without the need for further amendment of this Earnest Money Contract and Purchase and Sale Agreement. If the Property is required to be platted or re-platted prior to Closing, the parties will cooperate with one another to do so and the resulting platted legal description shall be further substituted and be utilized at Closing.

7.3 Within thirty (30) days from Seller’s acceptance of this Contract, Seller shall furnish to Purchaser a title insurance commitment, issued by the Title Company, showing the condition of Seller’s title to the Real Estate and any easements, restrictions, agreements or other matters burdening and/or benefiting the Real Estate (the “Title Commitment”).

7.4 Within thirty (30) days after receipt of the later of (a) the Title Commitment (together with legible copies of all instruments noted in the Title Commitment as special exceptions, and any endorsements to the Title Commitment that Purchaser wishes to receive) and (b) the Survey, Purchaser shall notify Seller of any objections to title and/or Survey. Seller shall have thirty (30) days (or such longer period as mutually agreed in writing between Purchaser and Seller) to cure such objections or remove any such unacceptable defects, but Seller is not obligated to spend any money to do so (“Seller’s Cure Period”). If Seller is unable or unwilling to cure or remove such defects within said period, Purchaser may cancel and terminate this Contract upon written notice to Seller delivered to Seller within ten (10) days after the end of Seller’s Cure Period, in which event the Title Company shall immediately return the refundable portion of the Earnest Money to Purchaser. Seller shall be obligated to pay any amounts necessary to cause the removal at or before Closing of all monetary liens, mortgages, security instruments and UCC financing statements affecting the Real Estate. If Purchaser fails to notify Seller of an objection to an exception to title as reflected on the Title Commitment or any objection as to the Survey within the time provided herein, then Purchaser shall be deemed to have accepted the status of title and Survey as reflected therein. Any exceptions to title reflected on the said Commitment to which Purchaser fails to timely object (except monetary liens, mortgages, security instruments and UCC financing statements to be released at or before Closing) shall be deemed a “Permitted Exception”. Upon Closing, Seller shall provide to Purchaser, at Seller’s sole cost and expense, an owner’s policy of title insurance (the “Title Policy”) issued by the Title Company, in the amount of the Purchase Price, showing good and indefeasible fee simple title in the Real Estate in Purchaser, subject only to current taxes and assessments not then due and payable and Permitted Exceptions; all premium for endorsements to the Title Policy will be at Purchaser’s sole cost and expense.

8. Taxes and Assessments. Purchaser assumes and agrees to pay all assessments for municipal improvements made after Closing and so much of the real estate taxes assessed for and becoming a lien on the Real Estate during the calendar year in which Closing occurs as shall be allocable to Purchaser from
and after Closing (i.e., prorated to date of Closing). Any taxes not assumed by Purchaser and which are not due and payable at the time of Closing shall be allowed to Purchaser as a credit on the cash payment required at Closing, and Seller shall not be further liable for such taxes. If the actual tax rate is not known on the date of Closing, the taxes shall be prorated based upon the prior year’s tax rate. Anything to the contrary contained herein notwithstanding, Seller will be solely responsible for all rollback taxes assessed against the Real Estate after closing, including those associated with periods prior to closing.

9. **Closing.** If this offer is accepted as herein provided (subject to Purchaser’s rights to terminate this Contract as provided in this Contract), the transaction contemplated hereby shall be closed (the “Closing”) in the offices of the Title Company, or such location as agreed upon by the parties, on or before October 31, 2020 (the “Closing Date”). Purchaser shall have the right to extend the Closing Date for one (1) period of sixty (60) calendar days (the “Extension Period”) upon written notice to Seller on or before the Closing Date. Purchaser shall place in escrow an additional non-refundable Twenty-five Thousand and No/100 ($25,000.00) (the “Extension Deposit”) for the Extension Period. The Extension Deposit shall be delivered to the Title Company to be immediately released to Seller. The Extension Deposit shall not be applicable to the Purchase Price at Closing.

At Closing, Seller agrees to deliver to Purchaser, in accordance with the terms of this Contract, the following:

(a) a duly authorized and executed special warranty deed in recordable form, conveying good and indefeasible fee simple title to the Real Estate, subject only to current taxes not yet due and payable and the Permitted Exceptions, and standard exceptions unless otherwise agreed in writing by Purchaser;

(b) all other documentation which may be required by the Title Company to insure Purchaser with good and indefeasible fee simple title to the Real Estate;

(c) the Title Policy;

(d) a closing statement; and

(e) all other documents necessary or appropriate to complete the transaction contemplated by this Contract.

10. **Possession.** Seller shall deliver exclusive possession of the Real Estate to Purchaser at Closing. The Real Estate shall not be subject to any leases or tenancies as of the date possession is delivered to Purchaser.

11. **Right of Inspection and Tests.** After Seller’s acceptance, hereof and throughout the term of this Contract, Purchaser and its agents and representatives shall have the right to enter upon the Real Estate to make tests as to the adaptability of the Real Estate for Purchaser’s Use, such tests to include without limitation soil borings, surveys, drilling and all tests normally performed for the determination of the suitability of real estate for Purchaser’s Use and for the collecting of all information necessary thereto. All such tests made by the Purchaser are to be made at Purchaser’s expense, and Purchaser shall be liable for any damage caused to the Real Estate or to any persons thereon during said tests, and hereby agrees to
indemnify and hold harmless Seller from and against any such damage or injury or claims and causes of action resulting therefrom.

12. **Representations and Warranties.** As a material inducement to Purchaser for entering into this Contract, Seller hereby represents, warrants and covenants to Purchaser that to the best of Seller's knowledge:

(a) Seller owns good and indefeasible fee simple title to the Real Estate, subject only to the lien of current, non-delinquent real estate taxes.

(b) There are no notices received by Seller of violations of any laws, regulations, codes, ordinances, orders or requirements affecting the Real Estate.

(c) There is no litigation or proceeding pending or, to the best knowledge of Seller, threatened against or relating to the Real Estate, including, without limitation, any proceedings for condemnation or other exercise of eminent domain.

(d) To the best of Seller's knowledge, the Real Estate is not currently, and has never been used as a hazardous waste disposal facility as defined in 40 C.F.R. § 260.10; and the Real Estate has never been used as a landfill. For purposes of this provision, the term “hazardous waste” includes those substances listed in 40 C.F.R. § 261.30, or previously determined to be hazardous by any applicable state or federal law, statute or regulation.

(e) There are no parties in possession of any portion of the Real Estate except Seller or tenants under written leases which will be terminated at Closing.

(f) Seller has the legal right, power and authority to enter into this Contract and to perform all its obligations hereunder.

(g) Other than as expressly set forth above, Seller makes no representations or warranties regarding the Real Estate, including, without limitation, the quality, nature, adequacy and physical condition of the Real Estate, the suitability of the Real Estate for Purchaser's Use and the presence of hazardous waste on the Real Estate. Purchaser is buying the Real Property in its "AS IS, WHERE IS" condition.

13. **Condemnation.** If prior to Closing the Real Estate shall be subjected to a taking, either total or partial, by eminent domain, condemnation, or for any public or quasi-public use, Purchaser shall have the right to either (i) terminate this Contract by providing written notice thereof to Seller at the place designated herein for such notices, or (ii) proceed to close the transaction contemplated by this Contract, in which event Seller shall assign to Purchaser at Closing all of the condemnation awards from such condemnation action.

14. **DEFAULT:**

14.1 Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Purchaser's breach or other failure to timely perform all obligations and conditions to be performed by Purchaser (after the expiration of the Inspection Period and so long as this Contract has not been terminated by Purchaser as permitted hereunder), Seller may, as Seller's sole and exclusive remedy, terminate this Contract and to the extent not already delivered to Seller, receive the remaining Earnest Money Deposit previously delivered by Purchaser to the Title Company as liquidated damages; Purchaser and Seller hereby agree that actual damages would
be difficult or impossible to ascertain and such amount is a reasonable estimate of the damages for such breach or failure.

14.2 Unless otherwise provided for herein, if the transaction contemplated hereby is not consummated by reason of Seller's breach or other failure to timely perform all obligations and conditions to be performed by Seller, Purchaser may either (i) enforce specific performance of Seller's obligations hereunder, or (ii) terminate this Contract and receive the Earnest Money Deposit less the non-refundable portion. If Purchaser enforces specific performance of this Contract by Seller, Purchaser shall accept whatever title Seller has to the Property, if any, subject to all liens, encumbrances and other matters affecting title to the Real Property as reflected in the Commitment, Survey or as otherwise disclosed in writing to Purchaser and Seller prior to the Closing (all of which shall be deemed Permitted Exceptions) except for (i) liens, encumbrances and other matters placed by Seller on the Property or suffered by Seller to come into existence after the Effective Date without Purchaser's written consent, (ii) any liens granted by Seller under a deed of trust or other security instrument securing indebtedness of Seller or any mechanics' or materialman's liens or other liens for labor or materials or mowing or like assessments, or (iii) unpaid taxes and special assessments for any years prior to the year of Closing during which Seller has had title to the Property (the matters described in items (i), (ii), and (iii) are referred to herein as "Non-Permitted Liens"), with no reduction in the Sales Price, and in no event shall Seller be obligated to cure or remove or bond against any title defects, liens, encumbrances or other matters affecting title, other than Non-Permitted Liens. Notwithstanding the foregoing, in the event Purchaser is ready, willing and able to close and Seller fails and refuses to close, Seller acknowledges that Purchaser will have incurred substantial due diligence and financing costs, including possible loss of tax credits.

15. Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or sent by facsimile with electronic confirmation of receipt by the recipients, or, if mailed, on the second day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first day after deposit with a nationally-recognized overnight delivery service (e.g., FedEx), in all events addressed appropriately as follows:

If to Seller: III Villas LLC
c/o Naga Kishor Vankayala
117 Ridgecrest Ct
Coppell, TX 75019
Email: vnagakishor@gmail.com

With a copy to: Patel Law Group
Attn: Shameer Soni
1125 Executive Circle, Suite 200
Irving, TX 75038
Email: ssoni@patellegal.com (Legal)
If to Purchaser: Gardner Capital Investment Fund, LLC
2501 N. Harwood St., Suite 1520
Dallas, TX 75201
Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

16. **Entirety of Agreement; Amendments.** This Contract shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto. This Contract embodies the entire agreement between the parties hereto and there are no representations, promises, understandings or agreements, oral or written, between the parties which are not set forth herein. This Contract may be amended only by a written instrument signed by Purchaser and Seller.

17. **Survival.** All the representations, warranties and covenants of Seller stated herein shall survive the Closing and the conveyance of the Real Estate to Purchaser and shall be binding upon and inure to the parties hereto and their respective heirs, successors, and assigns.

18. **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of Texas.

19. **Attorneys' Fees.** In the event of any controversy, claim, or dispute between Purchaser and Seller arising out of or related to this Contract or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, legal assistant fees, costs and expenses.

20. **Memorandum of Contract.** Upon execution of this Contract, the parties will simultaneously execute and cause the Title Company to record a Memorandum of this Contract, (without the disclosure of the purchase price) but that Purchaser has certain rights to acquire the Property. The Memorandum of Contract shall terminate upon the termination of this Contract, if this Contract is not closed, or if this Contract does close, once the Deed to Purchaser, or its permitted assigns, is recorded. In the event that this Contract does not close, Purchaser shall be required, within two (2) business days after the Contract has been terminated, to execute a commercially reasonable and recordable form terminating the Memorandum of Contract. Purchaser’s failure to comply with this provision shall be a default by Purchaser under the Contract, and with respect to such default, Seller shall (1) be permitted to pursue all of its remedies at law and in equity and (2) be permitted to record an affidavit in the public records reciting such facts and terminating the Memorandum of Contract.
21. **Counterparts.** This Contract may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

22. **Assignment.** Purchaser shall be entitled to assign its rights and obligations in and under this Contract to any of its affiliates without the prior written consent of Seller.

[Remainder of page intentionally left blank]
Dated: effective as of the 2 day of January, 2020

"PURCHASER"

Gardner Capital Investment Fund, LLC

By: ________________________________

Name: Michael Gardner
Title: Member/Manager
ACCEPTANCE OF OFFER

The undersigned hereby accepts the foregoing offer effective the 6th day of January, 2020.

"SELLER"

III Villas LLC

By: Naga K. x have Vennakorala

Name: III VILLAS LLC

Title: Manager
“TITLE COMPANY”

Fidelity National Title
1125 Executive Circle, Suite 200
Irving, TX 75038

Attn: Michael Buchanan
Email: mbuchanan@fidelityplg.com
Phone: 972-650-6848

By: 
Name: DELINDA J. TOBAR
Title: COMMERCIAL ESCROW OFFICER
dtobar@fidelityplg.com
469-425-3208

Dated: effective as of the 6 day of January 2020
**Transactions History**

**Zero Balance Adjustments Excluded**

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**Trust Account:** TXFDALWF4825 / DAL FNT Trust Account Wells Fargo 4825 (Acct 4035794825)

**Buyer/Borrower:** Gardner Capital Investment Fund LLC

**Settlement Date:**

**Responsible Party:** DeLinda Tobar

**Property:** 800 Bourland Drive, White Settlement, TX 76108

**Ledger Comment:**

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**Total for INCOMING WIRES:** $20,000.00 $0.00

**Ledger total:** $20,000.00 $0.00 = Ledger Balance: $20,000.00
Exhibit A

All or a portion of a certain tract or tracts of land consisting of approximately 7 acres, more or less, located at approximately 800 Bourland Drive, located in The City of White Settlement, Tarrant County, Texas
Tract 1 Description

Being a 2.057 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT No. 1308, Tarrant County, Texas, being all that certain tract conveyed to W & J, LLC in CC# D281256, Real Property Records, Tarrant County, Texas and being further described by terms and boundaries as follows:

Bennings, Stetson, and/or Stetson deceased from SSIS occasionally performed by Texas Surveying, Inc. and/and/or Nalco, N.L. Texas State Plane Coordinate System, North Central Zone 4012 (I). 89°45'52" E 160.00'

BEGINNING at a 1/2" iron rod set in the north line of Bennett Drive and at the southwest corner of said Lot 7, Block B, Convair Oaks Estates Addition, second filing, according to the plan recorded in Volume 888, Page 61, Real Records, Tarrant County, Texas, the southwest and beginning corner of the tract.

THENCE N 89°45'52" W 69.66 feet along said south line of Bennett Drive to a 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." at the southwest corner of said Lot 7, Block B, Convair Oaks Estates Addition for the southwest corner of this tract.

THENCE S 54°37'10" W 58.70 feet along said west line of said Lot 7 to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for the west side of this tract.

THENCE N 59°37'08" E 158.80 feet along said north line to a steel fence post in the south line of Lot 13, said Block 7, Convair Oaks Estates Addition for the northeast corner of this tract.

THENCE N 00°55'29" W 120.53 feet to the POINT OF BEGINNING.

United States of America

Tract 2 Description

Being a 1.833 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT No. 1308, Tarrant County, Texas, being all that certain tract conveyed to AML, LLC in CC# D281256, Real Property Records, Tarrant County, Texas and being further described by terms and boundaries as follows:

Bennings, Stetson, and/or Stetson deceased from SSIS occasionally performed by Texas Surveying, Inc. and/and/or Nalco, N.L. Texas State Plane Coordinate System, North Central Zone 4012 (I). 89°45'52" E 160.00'

BEGINNING at a 1/2" iron rod set in the east line of Lot 8, Block A, Convair Oaks Estates Addition in the northeast corner of Lot 8, Block A, Convair Oaks Estates Addition for the northeast corner of this tract. 39°40'00" N 25°59'53" E 605.97'.

THENCE S 00°55'29" E 120.53 feet across said east line of Lot 8, Block A, Convair Oaks Estates Addition for a corner of this tract.

THENCE N 31°54'55" E 137.30 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC" for a corner of this tract.

THENCE N 25°39'08" E 188.90 feet along said north line to a steel fence post in the south line of Lot 13, said Block 7, Convair Oaks Estates Addition for a corner of this tract.

THENCE N 00°55'29" W 120.53 feet to the POINT OF BEGINNING.

United States of America

Tract 3 Description

Being a 5.461 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT No. 1308, Tarrant County, Texas, being a portion of that certain tract conveyed to W & J, LLC in CC# D281256, Real Property Records, Tarrant County, Texas and being further described by terms and boundaries as follows:

Bennings, Stetson, and/or Stetson deceased from SSIS occasionally performed by Texas Surveying, Inc. and/and/or Nalco, N.L. Texas State Plane Coordinate System, North Central Zone 4012 (I). 89°45'52" E 160.00'

BEGINNING at the point of intersection of Bennett Drive and McCully Street, for the southeast corner of this tract.

THENCE S 54°37'10" W 402.72 feet over and across said Tract 3 to a found 1/2" capped iron rod at the northeast intersection of said Silver Creek Road and McCully Street, for a corner of this tract.

THENCE N 11°59'24" E 20.00 feet to a point, for a corner of this tract.

THENCE N 41°44'33" E 95.72 feet to a found 1/2" capped iron rod, for a corner of this tract.

THENCE N 00°24'31" E 861.79 feet to a 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", for the northeast corner of this tract.

THENCE S 00°55'29" E 120.53 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", for a corner of this tract.

THENCE S 11°41'11" W 295.12 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", for a corner of this tract.

THENCE N 59°37'08" W 188.90 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC", for a corner of this tract.

THENCE N 25°39'08" E 188.90 feet along the east line of said Tract 3 the following:

THENCE N 59°37'08" E 158.80 feet to a steel fence post in the south line of Lot 13, said Block 7, Convair Oaks Estates Addition for a corner of this tract.

THENCE N 00°55'29" W 120.53 feet to the POINT OF BEGINNING.
FIRST AMENDMENT TO CONTRACT OF SALE

THIS FIRST AMENDMENT TO CONTRACT OF SALE (this “Amendment”) is made and entered into effective this 7th day of April, 2020, by and between III Villas LLC (the “Seller”); and Gardner Capital Investment Fund, LLC, a Texas limited liability company (hereinafter referred to as “Buyer”).

WHEREAS, Seller and Buyer are parties to that certain Contract of Sale dated effective January 6, 2020 (the “Original Agreement”), relating to the purchase and sale of the Property (as defined in the Original Agreement) commonly known as approximately 7 acres, more or less, located at approximately 800 Bourland Drive, White Settlement, Tarrant County, Texas; and

WHEREAS, Seller and Buyer desire to enter into this Amendment to modify certain terms and conditions set forth in the Original Agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows.

1. All capitalized terms not otherwise specifically defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. The Original Agreement, as amended hereby, is hereinafter referred to as the “Agreement”.

2. The second sentence in Section 1 of the Original Agreement is amended to read as follows: “Purchaser shall deposit an additional sum of Thirty Thousand and No/00 Dollars ($30,000.00) by September 1, 2020, as a second Earnest Money Deposit (the “Second Deposit”) which shall become nonrefundable and distributed by Title Company to Seller on September 1, 2020, provided this Contract has not previously been terminated, with such amount applied to the Sales Price at Closing.”

3. Except as herein expressly amended or otherwise provided, each and every term, and provision of the Original Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. In the event of any conflict between the provisions of this Amendment and the provisions of the Original Agreement, the provisions of this Amendment shall prevail.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Amendment had executed the same counterpart. Any signature to this Amendment transmitted via facsimile or other electronic signature shall be deemed an original signature and be binding upon the parties hereto (it being agreed that facsimile or other electronic signature shall have the same force and effect as an original signature).

5. This Amendment shall be construed under and in accordance with the laws of the State of Texas.
6. Each party hereto represents to the other parties hereto that such party has the legal right, power and authority to enter into this Amendment.

This First Amendment to Contract of Sale is executed effective the date set forth above.

SELLER:

III Villas LLC

By: ____________________________
Naga Kishor Vankayala
This First Amendment to Contract of Sale is executed effective the date set forth above.

PURCHASER:

Gardner Capital Investment Fund, LLC

By: ____________________________

Michael Gardner, Member/Manager
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one (1) of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.
WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.

- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**
http://www.fbi.gov

**Internet Crime Complaint Center:**
http://www.ic3.gov
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 (Fidelity National 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:

Fidelity National Title Agency, Inc.

Fidelity National Title Insurance Company

By:

President

Authorized Signatory

Attest:

Secretary

Conditions and stipulations

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

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

Effective Date: February 14, 2020 at 8:00 AM
Commitment No.: 9001312000011

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $1,850,000.00
      PROPOSED INSURED: Provision at Bomber Road, LP
   b. TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: TBD
      PROPOSED INSURED:
      Proposed Borrower: Provision at Bomber Road, LP
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   III Villas, LLC, a Texas limited liability company (as to Tracts 1-3).
   City of White Settlement (as to Tract 4).
4. Legal description of land:

Tract 1:

Being a 2.057 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT NO. 1308, Tarrant County, Texas, being all of that certain Tract 1 conveyed to III Villas, LLC in CC# D218024569, Real Property Records, Tarrant County, Texas, and being further described by metes and bounds as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System. North Central Zone 4202. (Grid)

BEGINNING at a 1/2" capped iron rod in the south line of Bennett Drive and at the northeast corner of Lot 1, Block 7, Convair Oaks Estates Addition, Second Filing, according to the plat as recorded in Volume 388-12, Page 113, Plat Records, Tarrant County, Texas for the northwest and beginning corner of this tract.

THENCE S 89° 39' 21" E 159.58 feet along said south line of Bennett Drive to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." at the northwest corner of Tract 2 (the proposed extension of Bourland Road) described in the survey of even date, for the northeast corner of this tract.

THENCE along the west line of said Tract 2 the following:

S 00° 55' 29" E 120.53 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

Southwesterly along the arc of a curve to the right, having a radius of 963.11 feet, an arc length of 223.89 feet, and whose chord bears S 04° 31' 41" W 223.39 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

S 11° 41' 11" W 295.12 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

Southwesterly along the arc of a curve to the right, having a radius of 222.85 feet an arc length of 139.57 feet, and whose chord bears S 31° 54' 55" W 137.30 feet to a found 1/2" iron rod at the southeast corner of Lot 13 of said Block 7, Convair Oaks Estates Addition for the southwest corner of this tract.

THENCE N 00° 52' 52" W 749.80 feet along the east line of said Block 7, Convair Oaks Estates Addition to the POINT OF BEGINNING.

Tract 2:

Being a 1.183 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT NO. 1308, Tarrant County, Texas, being all of that certain Tract 2 conveyed to III Villas, LLC in CC# D218024569, Real Property Records, Tarrant County, Texas; same being the proposed extension of Bourland Road in Convair Oaks Estates Addition, Second Filing, as shown in the plat as recorded in Volume 388-12, Page 113, Plat Records, Tarrant County, Texas, and being further described by metes and bounds as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid)

BEGINNING at a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." at the southwest intersection of Bennett Drive and Bourland Road, at the northeast corner of Tract 1 described in the survey of even date. for the northwest and beginning corner of this tract, WHENCE a found 1/2" iron rod at
the northeast corner of Lot 1, Block 7, said Convair Oaks Estates Addition bears N 89° 39’ 21” W 159.58 feet.

THENCE S 89° 39’ 21” E 51.01 feet along the south line of said Bennett Drive to a set 1/2” iron rod with plastic cap stamped “TEXAS SURVEYING INC.” for the northeast corner of this tract.

THENCE along the east line of said Tract 2 the following:

S 00° 55’ 29” E 118.87 feet to a set 1/2” iron rod with plastic cap stamped “TEXAS SURVEYING INC.” for a corner of this tract.

Southwesterly along the arc of a curve to the right, having a radius of 1014.11 feet, an arc length of 235.43 feet, and whose chord bears S 04° 32’ 39” W 234.90 feet to a set 1/2” iron rod with plastic cap stamped “TEXAS SURVEYING INC.” for a corner of this tract.

S 11° 41’ 11” W 296.30 feet to a set 1/2” iron rod with plastic cap stamped “TEXAS SURVEYING INC.” for a corner of this tract.

Southwesterly along the arc of a curve to the right, having a radius of 256.62 feet, an arc length of 207.40 feet and whose chord bears S 36° 16’ 50” W 201.80 feet to a found 1/2” capped iron rod for a corner of this tract,

S 59° 37’ 08” W 111.67 feet to a found 1/2” capped iron rod for a corner of this tract.

Southwesterly along the arc of a curve to the left, having a radius of 118.97 feet, an arc length of 98.51 feet, and whose chord bears S 41° 44’ 33” W 95.72 feet to a set 1/2” iron rod with plastic cap stamped “TEXAS SURVEYING INC.” in the east line of McCully Street, for the southwest corner of this tract.

THENCE N 00° 52’ 52” W 92.36 feet along said east line of McCully Street to a set 1/2” iron rod with plastic cap stamped “TEXAS SURVEYING INC.” for a corner of this tract.

THENCE N 59° 37’ 08” E 158.80 feet to a steel fence post in the south line of Lot 13, said Block 7, Convair Oaks Estates Addition, for a corner of this tract.

THENCE northeasterly along the arc of a curve to the left, having a radius of 198.90 feet, an arc length of 25.02 feet, and whose chord bears N 59° 37’ 08” E 25.00 feet to a found 1/2” iron rod at the southeast corner of said Lot 13, for a corner of this tract.

THENCE along the west line of said Tract 2 the following:

Northeasterly along the arc of a curve to the left, having a radius of 222.85 feet, an arc length of 139.57 feet, and whose chord bears N 31° 54’ 55” E 137.30 feet to a set 1/2” iron rod with orange plastic cap stamped “TEXAS SURVEYING INC.” for a corner of this tract

N 11° 41’ 11” E 295.12 feet to a set 1/2” iron rod with plastic cap stamped “TEXAS SURVEYING INC.” for a corner of this tract.

Northeasterly along the arc of a curve to the left, having a radius of 963.11 feet, an arc length of 223.89 feet, and whose chord bears N 04° 31’ 41” E 223.39 feet to a set 1/2” iron rod with orange plastic cap stamped “TEXAS SURVEYING INC.” for a corner of this tract.

N 00° 55’ 29” W 120.53 feet to the POINT OF BEGINNING.
SCHEDULE A
(continued)

Tract 3:

Being a 5.461 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT NO. 1308, Tarrant County, Texas, being a portion of that certain Tract 3 conveyed to III Villas, LLC in CC# D218024569, Real Property Records, Tarrant County, Texas: and being further described by metes and bounds as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid)

BEGINNING at a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." in the west line of that certain tract conveyed to United States of America in Volume 1485, Page 624, Real Property Records, Tarrant County, Texas, and the northeast corner of said Tract 3 for the northeast and beginning corner of this tract, WHENCE a found 1/2" iron rod at the northeast corner of Lot 1, Block 7, Convair Oaks Estates Addition. Second Filing, according to the plat recorded in Volume 388-12. Page 113, Plat Records, Tarrant County, Texas, bears N 89° 39' 21" W 370.42 feet.

THENCE along the west line of said United States of America tract the following:

S 00° 24' 31" E 861.79 feet to a found 60D nail in the north line of Bomber Road, for the southeast corner of this tract.

S 76°04'23" W 283.00 feet to a point, for a corner of this tract.

S 54° 37' 10" W 402.72 feet over and across said Tract 3 to a found 1/2" capped iron rod at the northeast intersection of said Silver Creek Road and McCully Street, for the southwest corner of this tract.

THENCE N 25° 39' 08" E 188.90 feet along the east line of said McCully Street to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

THENCE N 00° 52' 52" W 60.00 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." at the southeast intersection of said McCully Street and the proposed extension of Bourland Road as shown in said Convair Oaks Estates Addition, and at the southwest corner of Tract 2 described in the survey of even date for a corner of this tract.

THENCE along the east line of said Tract 2 the following:

Northeasterly along the arc of a curve to the right, having a radius of 118.97 feet, an arc length of 98.51 feet, and whose chord bears N 41° 44' 33" E 95.72 feet to a found 1/2" capped iron rod, for a corner of this tract,

N 59° 37' 08" E 111.67 feet to a found 1/2" capped iron rod, for a corner of this tract.

Northeasterly along the arc of a curve to the left having a radius of 256.62 feet, an arc length of 207.40 feet, and whose chord bears N 36° 16' 30" E 201.80 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

N 11° 41' 11" E 212.93 feet to a point at the southwest corner of that certain tract conveyed to the City of White Settlement in Volume 4634, Page 198, R.P.R.T.C.T., for a corner of this tract.

THENCE along said City of White Settlement tract the following:

S 78° 00' 36" E 40.08 feet to a point, for a corner of this tract.
SCHEDULE A
(continued)

N 11° 59' 24" E 20.00 feet to a point, for a corner of this tract.

N 78° 00' 36" W 40.19 feet to a point in the east line of said Tract 2, for a corner of this tract.

THENCE along the east line of said Tract 2 the following:

N 11° 41' 11" E 63.37 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

Northeasterly along the arc of a curve to the left, having a radius of 1014.11 feet, an arc length of 235.43 feet, and whose chord bears N 04° 32' 59" E 234.90 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

N 00° 55' 29" W 118.87 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." in the south line of Bennett Street at the northeast corner of said Tract 2, for the northwest corner of this tract.

THENCE S 89° 39' 21" E 159.82 feet to the POINT OF BEGINNING.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Tract 4:

Being a 0.018 acre tract of land out of the J.J. REESE SURVEY, ABSTRACT NO. 1308, Tarrant County, Texas, being all of that certain right of way deed conveyed to the City of White Settlement in Volume 4634, Page 198, Real Property Records, Tarrant County, Texas; and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (GRID).

BEGINNING at a point in the east line of Tract 2 of the survey of even date and at a corner of Tract 3 of said survey of even date, for the southwest and beginning corner of this tract. WHENCE the the northeast corner of Lot 1, Block 7, Convair Oaks Estates Addition, Second Filing, according to the plat as recorded in Volume 388-12, Page 113, Plat Records, Tarrant County, Texas bears N 22°05'52"W 470.48 feet.

THENCE along said Tract 3 as follows:

S 78°00'36" E 40.08 feet to a point, for the southeast corner of this tract.

N 11°59'24" E 20.00 feet to a point, for the northeast corner of this tract.

N 78°00'36" W 40.19 feet to a point, for the northwest corner of this tract.

S 11°41'11" W 20.00 feet to the POINT OF BEGINNING.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: 9001312000011

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   
   Item 1, Schedule B is hereby deleted.

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, guls 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 years. (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. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

   c. Intentionally Deleted.

   d. 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.

   e. 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.

   f. Easement(s) and rights incidental thereto, as granted in a document:

      Granted to: Pierce Pipe Line Co.
      Purpose: As provided in said document
      Recording Date: October 27, 1919
      Recording No: Volume 628, Page 60, Real Property Records, Tarrant County, Texas

      Noted on survey dated November 6, 2019, by Texas Surveying, Inc., prepared by Micah Hamilton, Registered Professional Land Surveyor Number 5865, Job Number AN02907-R3.
g. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Pierce Pipe Line Co.
Purpose: As provided in said document
Recording Date: November 10, 1919
Recording No: Volume 629, Page 116, Real Property Records, Tarrant County, Texas

Noted on survey dated November 6, 2019, by Texas Surveying, Inc., prepared by Micah Hamilton, Registered Professional Land Surveyor Number 5865, Job Number AN02907-R3.

h. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Consumers Gas & Fuel Company of Texas
Purpose: As provided in said document
Recording Date: November 22, 1919
Recording No: Volume 629, Page 271, Real Property Records, Tarrant County, Texas

Noted on survey dated November 6, 2019, by Texas Surveying, Inc., prepared by Micah Hamilton, Registered Professional Land Surveyor Number 5865, Job Number AN02907-R3.

i. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Consumers Gas & Fuel Company of Texas
Purpose: As provided in said document
Recording Date: November 22, 1919
Recording No: Volume 629, Page 273, Real Property Records, Tarrant County, Texas

Noted on survey dated November 6, 2019, by Texas Surveying, Inc., prepared by Micah Hamilton, Registered Professional Land Surveyor Number 5865, Job Number AN02907-R3.

j. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of White Settlement
Purpose: As provided in said document
Recording Date: October 23, 1968
Recording No: Volume 4634, Page 193, Real Property Records, Tarrant County, Texas

Noted and shown on survey dated November 6, 2019, by Texas Surveying, Inc., prepared by Micah Hamilton, Registered Professional Land Surveyor Number 5865, Job Number AN02907-R3.

k. Intentionally Deleted.

l. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of White Settlement
Purpose: As provided in said document
Recording Date: July 11, 2006
Recording No: under Clerk's File No. D206209223, Real Property Records, Tarrant County, Texas

Noted and shown on survey dated November 6, 2019, by Texas Surveying, Inc., prepared by Micah Hamilton, Registered Professional Land Surveyor Number 5865, Job Number AN02907-R3.
m. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 12, 2007, by and between Dan Nino, as Lessor, and Dale Property Services, LLC, as Lessee, recorded July 30, 2007 at under Clerk's File No. D207264731 of the Official Records of Tarrant County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

As affected by Royalty interest in minerals as set forth in instrument recorded under Clerk's File No. D212181007, Real Property Records, Tarrant County, Texas.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

n. Intentionally Deleted.

o. Rights of the public to any portion of the Land lying within the area commonly known as Bourland Drive (Unimproved Right-of-Way).

p. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: AN02907-R3
Dated: November 6, 2019
Prepared by: Micah Hamilton, Registered Professional Land Surveyor Number 5865

Matters shown:
- Fence encroaches and/or protrudes over West boundary line
- Rights of third parties in and to overhead utility lines and power poles

Tract 1
- Rights of third parties in and to overhead utility lines, power poles and monitoring well.

Tract 2
- A portion of subject property lies within a flood zone
- Rights of third parties in and to concrete drain, concrete bollard, and monitoring wells

Tract 3
SCHEDULE C

Commitment No.: 9001312000011

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 Mortgagee 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. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

7. The Company must be furnished with a properly executed Affidavit of Debts and Liens from the owner(s).

8. Assessment Certificate (Paving Lien)
   Recording Date: July 29, 1999
   Recording No.: Volume 13934, Page 106, Real Property Records, Tarrant County, Texas

9. Intentionally Deleted.

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

    Limited Liability Company: III Villas LLC
    a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
SCHEDULE C
(continued)

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. Intentionally Deleted.

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Affects: Tracts 1-3.

11. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

Grantor: Dan Nino
Grantee: III Villas, LLC, a Texas limited liability company
Recording Date: February 2, 2018
Recording No: under Clerk's File No. D218024569, Real Property Records, Tarrant County, Texas

Affects: Tracts 1-3.

12. Intentionally Deleted.

13. 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 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).
14. 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.

15. 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.

16. 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 Tarrant 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 Tarrant 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.

17. An acceptable survey of subject property having been received, upon compliance with Rules P-2 and R-16, Schedule B, Item 2 will be amended to read "shortages in area" in its entirety.

18. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

   Name(s) furnished: Provision at Bomber Road, LP

   If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

19. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

   Name: Provision at Bomber Road, LP, a limited partnership

   a) A complete copy of the limited partnership agreement and all amendments thereto.

   b) Satisfactory evidence that the partnership was validly formed and is in good standing.

   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

20. Furnish for recordation a deed as set forth below:

   Grantor(s): City of White Settlement
   Grantee(s): III Villas, LLC, a Texas limited liability company
   Affects: Tract 4

21. The Company must be furnished evidence of the authority and/or capacity of the party executing the conveying
document. (As to Tract 4).

22. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded October 23, 1968 at Volume 4634, Page 198, Real Property Records, Tarrant County, Texas, wherein the grantee acquired the subject property.

Commitment No.: 9001312000011
GF No.: FT-131-9001312000011-DT

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, **Fidelity National 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, Steven G. Day
   - **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:
   - **Fidelity National Title Agency, Inc.**
     - (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**: FNTS Holdings, LLC owns 100% of **Fidelity National Title Agency, Inc.**
     - (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 FNTS 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.
       - **Directors**: Raymond Randall Quirk, Anthony John Park
       - **Officers**: Richard Allen Jones (President), Laurie A. Ford (Senior Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer), Joseph William Grealish (Executive Vice President)
     - (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 title premium* is:
   - **Owner's Policy** $9,256.00
   - **Loan Policy** $100.00
   - **Endorsement Charges** $2,414.00
   - **Total** $11,770.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 20% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Percent/Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>65%</td>
<td>Patel Law Group, PLLC</td>
<td>Closing the Transaction</td>
</tr>
</tbody>
</table>

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

Order No.: 9001312000011

Tract 1:

Being a 2.057 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT NO. 1308, Tarrant County, Texas, being all of that certain Tract 1 conveyed to III Villas, LLC in CC# D218024569, Real Property Records, Tarrant County, Texas, and being further described by metes and bounds as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System. North Central Zone 4202. (Grid)

BEGINNING at a 1/2" capped iron rod in the south line of Bennett Drive and at the northeast corner of Lot 1, Block 7, Convair Oaks Estates Addition, Second Filing, according to the plat as recorded in Volume 388-12, Page 113, Plat Records, Tarrant County, Texas for the northwest and beginning corner of this tract.

THENCE S 89° 39' 21" E 159.58 feet along said south line of Bennett Drive to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." at the northwest corner of Tract 2 (the proposed extension of Bourland Road) described in the survey of even date, for the northeast corner of this tract.

THENCE along the west line of said Tract 2 the following:

S 00° 55' 29" E 120.53 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

Southwesterly along the arc of a curve to the right, having a radius of 963.11 feet, an arc length of 223.89 feet, and whose chord bears S 04° 31' 41" W 223.39 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

S 11° 41' 11" W 295.12 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

Southwesterly along the arc of a curve to the right, having a radius of 222.85 feet an arc length of 139.57 feet, and whose chord bears S 31° 54' 55" W 137.30 feet to a found 1/2" iron rod at the southeast corner of Lot 13 of said Block 7, Convair Oaks Estates Addition for the southwest corner of this tract.

THENCE N 00° 52' 52" W 749.80 feet along the east line of said Block 7. Convair Oaks Estates Addition to the POINT OF BEGINNING.

Tract 2:

Being a 1.183 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT NO. 1308, Tarrant County, Texas, being all of that certain Tract 2 conveyed to III Villas, LLC in CC# D218024569, Real Property Records, Tarrant County, Texas; same being the proposed extension of Bourland Road in Convair Oaks Estates Addition, Second Filing, as shown in the plat as recorded in Volume 388-12. Page 113, Plat Records. Tarrant County, Texas, and being further described by metes and bounds as follows:
LEGAL DESCRIPTION
(continued)

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid)

BEGINNING at a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." at the southwest intersection of Bennett Drive and Bourland Road, at the northeast corner of Tract 1 described in the survey of even date. for the northwest and beginning corner of this tract, WHENCE a found 1/2" iron rod at the northeast corner of Lot 1, Block 7, said Convair Oaks Estates Addition bears N 89° 39' 21" W 159.58 feet.

THENCE S 89° 39' 21" E 51.01 feet along the south line of said Bennett Drive to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for the northeast corner of this tract.

THENCE along the east line of said Tract 2 the following:
S 00° 55' 29" E 118.87 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

Southwesterly along the arc of a curve to the right, having a radius of 1014.11 feet, an arc length of 235.43 feet, and whose chord bears S 04° 32' 39" W 234.90 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

S 11° 41' 11" W 296.30 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

Southwesterly along the arc of a curve to the right, having a radius of 256.62 feet, an arc length of 207.40 feet and whose chord bears S 36° 16' 50" W 201.80 feet to a found 1/2" capped iron rod for a corner of this tract,

S 59° 37' 08" W 111.67 feet to a found 1/2" capped iron rod for a corner of this tract.

Southwesterly along the arc of a curve to the left, having a radius of 118.97 feet, an arc length of 98.51 feet, and whose chord bears S 41° 44' 33" W 95.72 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." in the east line of McCully Street, for the southwest corner of this tract.

THENCE N 00° 52' 52" W 92.36 feet along said east line of McCully Street to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

THENCE N 59° 37' 08" E 158.80 feet to a steel fence post in the south line of Lot 13, said Block 7, Convair Oaks Estates Addition, for a corner of this tract.

THENCE northeasterly along the arc of a curve to the left, having a radius of 198.90 feet, an arc length of 25.02 feet, and whose chord bears N 59° 37' 08" E 25.00 feet to a found 1/2" iron rod at the southeast corner of said Lot 13, for a corner of this tract.

THENCE along the west line of said Tract 2 the following:
Northeasterly along the arc of a curve to the left, having a radius of 222.85 feet, an arc length of 139.57 feet, and whose chord bears N 31° 54' 55" E 137.30 feet to a set 1/2" iron rod with orange plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

N 11° 41' 11" E 295.12 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.
Northeasterly along the arc of a curve to the left, having a radius of 963.11 feet, an arc length of 223.89 feet, and whose chord bears N 04° 31' 41" E 223.39 feet to a set 1/2" iron rod with orange plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

N 00° 55' 29" W 120.53 feet to the POINT OF BEGINNING.

Tract 3:

Being a 5.461 acres tract of land out of the J.J. REESE SURVEY, ABSTRACT NO. 1308, Tarrant County, Texas, being a portion of that certain Tract 3 conveyed to III Villas, LLC in CC# D218024569, Real Property Records, Tarrant County, Texas: and being further described by metes and bounds as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202. (Grid)

BEGINNING at a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." in the west line of that certain tract conveyed to United States of America in Volume 1485, Page 624, Real Property Records, Tarrant County, Texas, and the northeast corner of said Tract 3 for the northeast and beginning corner of this tract, WHENCE a found 1/2" iron rod at the northeast corner of Lot 1, Block 7, Convair Oaks Estates Addition, Second Filing, according to the plat recorded in Volume 388-12. Page 113, Plat Records, Tarrant County, Texas, bears N 89° 39' 21" W 370.42 feet.

THENCE along the west line of said United States of America tract the following:

S 00° 24' 31" E 861.79 feet to a found 60D nail in the north line of Bomber Road, for the southeast corner of this tract.

S 76°04'23" W 283.00 feet to a point, for a corner of this tract.

S 54° 37' 10" W 402.72 feet over and across said Tract 3 to a found 1/2" capped iron rod at the northeast intersection of said Silver Creek Road and McCully Street, for the southwest corner of this tract.

THENCE N 25° 39' 08" E 188.90 feet along the east line of said McCully Street to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

THENCE N 00° 52' 52" W 60.00 feet to a set 1/2" iron rod with plastic cap stamped "TEXAS SURVEYING INC." at the southeast intersection of said McCully Street and the proposed extension of Bourland Road as shown in said Convair Oaks Estates Addition, and at the southwest corner of Tract 2 described in the survey of even date for a corner of this tract.

THENCE along the east line of said Tract 2 the following:

Northeasterly along the arc of a curve to the right, having a radius of 118.97 feet, an arc length of 98.51 feet, and whose chord bears N 41° 44' 33" E 95.72 feet to a found 1/2" capped iron rod, for a corner of this tract,

N 59° 37' 08" E 111.67 feet to a found 1/2" capped iron rod, for a corner of this tract.
LEGAL DESCRIPTION

(continued)

Northeasterly along the arc of a curve to the left having a radius of 256.62 feet, an arc length of 207.40 feet, and whose chord bears N 36° 16’ 30” E 201.80 feet to a set 1/2” iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

N 11° 41’ 11” E 212.93 feet to a point at the southwest corner of that certain tract conveyed to the City of White Settlement in Volume 4634, Page 198, R.P.R.T.C.T., for a corner of this tract.

THENCE along said City of White Settlement tract the following:

S 78° 00’ 36” E 40.08 feet to a point, for a corner of this tract.

N 11° 59’ 24” E 20.00 feet to a point, for a corner of this tract.

N 78° 00’ 36” W 40.19 feet to a point in the east line of said Tract 2, for a corner of this tract.

THENCE along the east line of said Tract 2 the following:

N 11° 41’ 11” E 63.37 feet to a set 1/2” iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

Northeasterly along the arc of a curve to the left, having a radius of 1014.11 feet, an arc length of 235.43 feet, and whose chord bears N 04° 32’ 59” E 234.90 feet to a set 1/2” iron rod with plastic cap stamped "TEXAS SURVEYING INC." for a corner of this tract.

N 00° 55’ 29” W 118.87 feet to a set 1/2” iron rod with plastic cap stamped "TEXAS SURVEYING INC." in the south line of Bennett Street at the northeast corner of said Tract 2, for the northwest corner of this tract.

THENCE S 89° 39’ 21” E 159.82 feet to the POINT OF BEGINNING.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Tract 4:

Being a 0.018 acre tract of land out of the J.J. REESE SURVEY, ABSTRACT NO. 1308, Tarrant County, Texas, being all of that certain right of way deed conveyed to the City of White Settlement in Volume 4634, Page 198, Real Property Records, Tarrant County, Texas; and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (GRID).

BEGINNING at a point in the east line of Tract 2 of the survey of even date and at a corner of Tract 3 of said survey of even date, for the southwest and beginning corner of this tract. WHENCE the the northeast corner of Lot 1, Block 7, Convair Oaks Estates Addition, Second Filing, according to the plat as recorded in Volume 388-12, Page 113, Plat Records, Tarrant County, Texas bears N 22°05’52”W 470.48 feet.

THENCE along said Tract 3 as follows:
S 78°00'36" E 40.08 feet to a point, for the southeast corner of this tract.

N 11°59'24" E 20.00 feet to a point, for the northeast corner of this tract.

N 78°00'36" W 40.19 feet to a point, for the northwest corner of this tract.

S 11°41'11" W 20.00 feet to the POINT OF BEGINNING.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
Date: 
To: Provision at Bomber Road, LP 
Property: 800 Bourland Drive, White Settlement, TX 76108

This is to give you notice that Fidelity National Title Agency, Inc., 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 Fidelity National Title Agency, Inc. 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 Fidelity National Title Agency, Inc. 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 perdidas 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 endenterlo 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.
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
Effective January 1, 2020

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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 unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose 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 do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among 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 additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

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 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. 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 as required or authorized by contract with the mortgage loan servicer or lender, or 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; Use of Comments or Feedback
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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.
Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests 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
Increase in Eligible Basis

NA
Multiple Site Information

NA
2020 HTC
Full Application

Part 2 Tab 14

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><strong>US Representative</strong></th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Representative</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Support Letter

<table>
<thead>
<tr>
<th>City Mayor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County Judge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

School Superintendent

<table>
<thead>
<tr>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Presiding officer of Board of Trustees

<table>
<thead>
<tr>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

District/Precinct

<table>
<thead>
<tr>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

2/23/2020
2020 HTC
Full Application

Part 2 Tab 15

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

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

**No Pre-Application was submitted.**

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

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>
2020 HTC Full Application

Part 2 Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

Notifications made at Application:

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

☐ One or more entities 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.

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

Part 2. Notifications - Form and Content:

☐ I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date 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.

☐ I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

☐ I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

☐ I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials and Neighborhood Organizations Form:

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

☐ While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

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

Certify on next page
Part 4. Certification

By: ____________________________
Signature of Applicant/Development Owner

Ryan Combs
Printed Name

Texas
Notary Public, State of

Dallas
County of

My Commission expires
05/24/2021

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 01st day of February, 2020

Notary Public Signature

Rosa Maria Gonzalez Salazar
Notary Public, State of Texas
Comm. Expires 05-24-2021
Notary ID 131143083

2/5/2020
**Development Narrative**

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

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

   Previous TDHCA #

   If Acquisition/Rehab or Rehab, original construction year:

   If Reconstruction, Units Demolished
   Units Reconstructed

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

   **General**

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

   - [ ] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act
   - [ ] 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):

   - [ ] 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)

   Services will be provided by the Applicant or General Partner.

   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.

   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

---

2/23/2020
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: __________

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.

Provision at Bomber Road is a typical garden style multifamily development. Of note is that there is an existing platted ROW street and city lift station that will be vacated.

2/23/2020
5. **Funding Request:**

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **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>Select NOFA and Set-Aside</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<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**

<table>
<thead>
<tr>
<th>Has this site/activity previously applied for TDHCA funds?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has this site/activity previously received TDHCA funds?</td>
<td>No</td>
</tr>
<tr>
<td>If &quot;Yes&quot; Enter Project Number: NA</td>
<td>and TDHCA funding source: NA</td>
</tr>
<tr>
<td>Has this site/activity previously received non-TDHCA federal funding?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, source: NA</td>
<td></td>
</tr>
<tr>
<td>Will this site/activity receive non-TDHCA federal funding for costs described in this Application?</td>
<td>No</td>
</tr>
</tbody>
</table>

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

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

☐ At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.

☒ At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

☐ Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission:__________
Development Activities Part I
# Development Activities I

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>96</td>
<td>10</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:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   **OR:**

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

   **B. Unit 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).

   - 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).**
2020 HTC
Full Application

Part 3 Tab 19

Development Activities Part II
## Development Activities II

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

- **Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR**
  - meets the minimum size requirements below: (6 points)  
    | Bedroom Size | 0  | 1 | 2 | 3 | 4 |
    |-------------|----|---|---|---|---|
    | Square Footage | 550 | 650 | 850 | 1,050 | 1,250 |

- **Specific amenities and quality features will be provided in every Unit at no extra charge to the resident;**
  - Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points)
  
* 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.

### 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.

### 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.**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>9</td>
<td>34</td>
<td>40.00%</td>
<td></td>
</tr>
<tr>
<td>Total Number of Units at 50% or less of AMGI</td>
<td>Number of 30% Units used to score points under §11.9(c)(2)*</td>
<td>Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)</td>
<td>Percentage used for calculation of eligible points under §11.9(c)(1)</td>
<td></td>
</tr>
</tbody>
</table>

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)  
    - Direct Loan Points: 0

  - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)  
    - Direct Loan Points: 15

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

  - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)  
    - Direct Loan Points: 0

  - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)  
    - Direct Loan Points: 0

**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)
C. 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

D. 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)
   □ 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)
   □ 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)
   □ 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)

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

Application is seeking points for 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)

   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 At-risk 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)

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.

Application is seeking points for Pre-Application Participation. Points Claimed: 6

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

   □ Development will maintain a 35 year Affordability Period.
   □ Development will maintain a 40 year Affordability Period.
   □ Development will maintain a 45 year Affordability Period.

Application is seeking points for Extended Affordability. Points Claimed: 4

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

   □ Historical Preservation is present.

Application is seeking points for Historic Preservation. Points Claimed: 10

Average Income from Tab 24: 0.00

X:\21\2020

2/23/2020
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.

Application is eligible for five (5) points.

Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]

Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]

Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.

2/23/2020
2020 HTC
Full Application

Part 3 Tab 19

Historic Preservation

NA
2020 HTC
Full Application

Part 3 Tab 20
Existing Development Information

NA
2020 HTC Full Application

Part 3 Tab 21

Occupied Developments

NA
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)(I)); 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.
UNIT AMENITIES:
- COVERED ENTRIES
- MICROWAVE OVENS
- SELF/CLEANING OR CONTINUOUS CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- STORAGE ROOM OR CLOSET (APPROX. 9 S.F. OR LARGER)
- COVERED PATIO
- 14 SEER HVAC OR GREATER
- THIRTY YEAR SHINGLE ROOFING
- BREAKFAST BAR
- WALK IN CLOSET IN MASTER BEDROOM

PROVISION AT BOMBER ROAD
WHITE SETTLEMENT, TEXAS

A1- ONE BEDROOM, ONE BATH
700 S.F.

SCALE 1/4" = 1'-0"
UNIT AMENITIES:
- COVERED ENTRIES
- MICROWAVE OVENS
- SELF-CLEANING OR CONTINUOUS CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- STORAGE ROOM OR CLOSET (APPROX. 9 S.F. OR LARGER)
- COVERED PATIO
- 14 SEER HVAC OR GREATER
- THIRTY YEAR SHINGLE ROOFING
- BREAKFAST BAR
- WALK IN CLOSET IN MASTER BEDROOM

PROVISION AT BOMBER ROAD
WHITE SETTLEMENT, TEXAS

A1 HC UNIT
ONE BEDROOM, ONE BATH
700 S.F.

SCALE 1/4" = 1' - 0"
UNIT AMENITIES:
- COVERED ENTRIES
- MICROWAVE OVENS
- SELF/CLEANING OR CONTINUOUS CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- STORAGE ROOM OR CLOSET (APPROX. 9 S.F. OR LARGER)
- COVERED PATIO
- 14 SEER HVAC OR GREATER
- THIRTY YEAR SHINGLE ROOFING
- BREAKFAST BAR
- WALK IN CLOSET IN MASTER BEDROOM
UNIT AMENITIES:
- COVERED ENTRIES
- MICROWAVE OVENS
- SELF/CLEANING OR CONTINUOUS CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- STORAGE ROOM OR CLOSET (APPROX. 9 S.F. OR LARGER)
- COVERED PATIO
- 14 SEER HVAC OR GREATER
- THIRTY YEAR SHINGLE ROOFING
- BREAKFAST BAR
- WALK IN CLOSET IN MASTER BEDROOM

B1 HC- TWO BEDROOM, TWO BATH
950 S.F.
SCALE 1/4" = 1' - 0"
UNIT AMENITIES:
- COVERED ENTRIES
- MICROWAVE OVENS
- SELF/CLEANING OR CONTINUOUS CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- STORAGE ROOM OR CLOSET (APPROX. 9 S.F. OR LARGER)
- COVERED PATIO
- 14 SEER HVAC OR GREATER
- THIRTY YEAR SHINGLE ROOFING
- BREAKFAST BAR
- WALK IN CLOSET IN MASTER BEDROOM
UNIT AMENITIES:
- COVERED ENTRIES
- MICROWAVE OVENS
- SELF/CLEANING OR CONTINUOUS CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- STORAGE ROOM OR CLOSET (APPROX. 9 S.F. OR LARGER)
- COVERED PATIO
- 14 SEER HVAC OR GREATER
- THIRTY YEAR SHINGLE ROOFING
- BREAKFAST BAR
- WALK IN CLOSET IN MASTER BEDROOM
BUILDING TYPE 'A' RIGHT ELEVATION
SCALE 1/16" = 1'-0"

BUILDING TYPE 'A' LEFT ELEVATION
SCALE 1/16" = 1'-0"

BUILDING MATERIALS

MASONRY  30%
SIDING   70%
TOTAL    100%

69'-1 1/2"
FIRST FLOOR NON A.C. S.F. 814 S.F.
BREEZEWAY S.F. 595 S.F.
PRIVATE PATIOS & STORAGE 595 S.F.
SECOND FLOOR NON A.C. S.F. 400 S.F.
BREEZEWAY S.F. 595 S.F.
PRIVATE PATIOS & STORAGE 595 S.F.
THIRD FLOOR NON A.C. S.F. 400 S.F.
BREEZEWAY S.F. 595 S.F.
PRIVATE PATIOS & STORAGE 595 S.F.
TOTAL NON A.C. S.F. 3,399 S.F.
PROVISION AT BOMBER ROAD
WHITE SETTLEMENT, TEXAS

BUILDING TYPE 'B' RIGHT ELEVATION

BUILDING TYPE 'B' LEFT ELEVATION

BUILDING MATERIALS
MASONRY 30%
SIDING 70%
TOTAL 100%

SCALE 1/16" = 1'-0"
2020 HTC
Full Application

Part 3 Tab 23
Specifications and Building/Unit Type
Configuration and
Tab 23a, 23b, 23c Forms
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq. Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns T through AF.

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

- **Building Configuration (Check all that apply):**
  - Single Family Construction
  - SRO Transitional (per §42(i)(3)(B))
  - Duplex
  - Scattered Site
  - Fourplex
  - > 4 Units Per Building
  - Townhome

- **Development will have:**
  - Fire Sprinklers
  - Elevators
  - # of Elevators
  - 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
- 9' Ceiling Height
- 50% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- 50% Other
- Describe:

#### Unit Type Configuration

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A</th>
<th>B</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Type</td>
<td>Number of Buildings</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Unit Label</td>
<td># of Bathrooms</td>
<td># of Stories</td>
<td>Sq. Ft. Per Unit</td>
</tr>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>700</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>950</td>
</tr>
<tr>
<td>C1</td>
<td>3</td>
<td>2</td>
<td>1,125</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>72</td>
<td>24</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/25/2020

Net Rentable Square Footage from Rent Schedule: 85,275

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

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

- **Ensure that this number matches your architectural drawings.**

- **The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:**

- **The lesser of these two numbers added to NRA:**

  Use this number to figure points under 11.9(e)(2)

  | Total development Common Area as specified on Architect Certification |  |
  | 85,275 |

- **Common Area Square Footage (as specified on Architect Certification):**
  - 85,275
Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>96</td>
<td>5%</td>
<td>4.8</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>A1</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>2</td>
</tr>
<tr>
<td>B1</td>
<td>57</td>
<td>5%</td>
<td>2.85</td>
<td>2.85</td>
<td>2</td>
</tr>
<tr>
<td>C1</td>
<td>9</td>
<td>5%</td>
<td>0.45</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td></td>
<td>96</td>
<td>4.8</td>
<td>5.35</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"

EXAMPLE:

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></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; 1)</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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td></td>
<td></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]

Adam Everett
Printed Name

Cross Architects, PLLC
Firm Name (If applicable)

02.24.2020
Date

2/24/2020
# 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>96</td>
<td>2%</td>
<td>1.92</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>A1</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B1</td>
<td>57</td>
<td>2%</td>
<td>1.14</td>
<td>1.14</td>
<td>1</td>
</tr>
<tr>
<td>C1</td>
<td>9</td>
<td>2%</td>
<td>0.18</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>96</td>
<td>2%</td>
<td>1.92</td>
<td>3.14</td>
<td>3</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

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

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 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]  
Date: 02.24.2020  
Printed Name: Adam Everett  
Firm Name (If applicable): Cross Architects, PLLC  
2/24/2020
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, carparks, 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, carparks, 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, carparks, 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>Clubhouse / Pool</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Dumpster</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Pavilion</td>
<td>1</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: **4**

2/24/2020
# Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development</td>
<td>96</td>
</tr>
<tr>
<td>Total surface parking spaces (including non-residential)</td>
<td>219</td>
</tr>
<tr>
<td>Total carports (including non-residential)</td>
<td>0</td>
</tr>
<tr>
<td>Total garages (including non-residential)</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types: Calculated from above</td>
<td>219</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>Calculated on prior page 4</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units: Calculated from above</td>
<td>215</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above</td>
<td>5</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above</td>
<td>119</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit: Calculated from above</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong> Calculated from above</td>
<td>12</td>
</tr>
</tbody>
</table>

## 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.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>12</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

## APSs that Must Be Van Spaces

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Van APSs required, including all types of spaces:</strong> Calculated from above</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs: Calculated from above</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs: Calculated from above</td>
<td>0</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs: Calculated from above</td>
<td>0</td>
</tr>
</tbody>
</table>

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

**Signature**

Adam Everett

**Date:** 02.24.2020

**Firm Name (if applicable):** Cross Architects, PLLC

**Printed Name:**

2/24/2020
### Rent Schedule

**Rent Designations (select from Drop down menu)**

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MPDL - HOME Units</th>
<th>MFDL - NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>(A) x (B)</th>
<th>(E)</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>2,100</td>
<td>427</td>
<td>41</td>
<td>386</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>7,700</td>
<td>712</td>
<td>41</td>
<td>671</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>9,100</td>
<td>855</td>
<td>41</td>
<td>10,582</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>2,100</td>
<td>855</td>
<td>53</td>
<td>2,565</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>2</td>
<td>1.0</td>
<td>950</td>
<td>2,850</td>
<td>513</td>
<td>53</td>
<td>1,380</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21</td>
<td>2</td>
<td>1.0</td>
<td>950</td>
<td>19,950</td>
<td>855</td>
<td>53</td>
<td>16,842</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>26</td>
<td>2</td>
<td>1.0</td>
<td>950</td>
<td>24,700</td>
<td>1,026</td>
<td>53</td>
<td>25,298</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>2</td>
<td>1.0</td>
<td>950</td>
<td>6,650</td>
<td>1,026</td>
<td>53</td>
<td>7,182</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>3</td>
<td>2.0</td>
<td>1125</td>
<td>3,375</td>
<td>592</td>
<td>66</td>
<td>526</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>3</td>
<td>2.0</td>
<td>1125</td>
<td>2,250</td>
<td>988</td>
<td>66</td>
<td>1,844</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>3</td>
<td>2.0</td>
<td>1125</td>
<td>3,375</td>
<td>1,185</td>
<td>66</td>
<td>3,357</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1125</td>
<td>1,125</td>
<td>1,185</td>
<td>1,185</td>
<td>1,185</td>
</tr>
</tbody>
</table>

---

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

- Provision for Vacancy & Collection Loss
  - % of Potential Gross Income: 7.50%
  - (6,170)
- Rental Concessions (enter as a negative number)
  - Enter as a negative value

**Total Nonrental Income**

- $20.00 per unit/month

**Total Potential Gross Monthly Income**

- 82,272

**Effective Gross Monthly Income**

- 76,102

**Effective Gross Annual Income**

- 913,219

If a revised form is submitted, date of submission: 2/23/2020
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>11%</td>
<td>9%</td>
</tr>
<tr>
<td>TC40%</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>40%</td>
<td>35%</td>
</tr>
<tr>
<td>TC60%</td>
<td>49%</td>
<td>44%</td>
</tr>
<tr>
<td>TC70%</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAX CREDITS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC LI Total</td>
<td>85</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>13%</td>
<td>11%</td>
</tr>
<tr>
<td>MR Total</td>
<td>11%</td>
<td>11%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN (NHTF)</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>NHTF LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOND</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMRR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMRR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
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<td>0</td>
</tr>
<tr>
<td>MR</td>
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<td>0</td>
</tr>
<tr>
<td>MR Total</td>
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</tr>
<tr>
<td>Direct Loan Total</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0</td>
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### BEDROOMS

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td></td>
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<td>30</td>
<td></td>
<td>57</td>
<td></td>
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</tr>
</tbody>
</table>

### Cost Per Sq. Ft

- **ACQUISITION + HARD**: $122.95
- **HARD**: $122.95
- **BUILDING**: $93.00

**ACQUISITION + HARD**

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.

2/23/2020
### Utility Allowances [§10.614]

Applicant must attach documentation to this form to support the "Utility Allowance" estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 10</td>
<td>$ 12</td>
<td>$ 13</td>
<td></td>
<td></td>
<td>HUD Model 2/13/20</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 3</td>
<td>$ 4</td>
<td>$ 6</td>
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<td></td>
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</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$ 12</td>
<td>$ 16</td>
<td>$ 21</td>
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<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 8</td>
<td>$ 11</td>
<td>$ 15</td>
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<td></td>
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</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 7</td>
<td>$ 9</td>
<td>$ 11</td>
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<tr>
<td>Water</td>
<td>Landlord</td>
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<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>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$ 41.0</td>
<td>$ 53.0</td>
<td>$ 66.0</td>
<td>$</td>
<td></td>
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</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: [2/23/2020]
RE: 2020 HTC Application – proposed site located in White Settlement, Texas

The Texas Department of Housing and Community Affairs has received a request submitted for a proposed 2020 Housing Tax Credit (“HTC”), located in White Settlement, 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+.

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

Please see attached schedule dated February 13, 2020. This allowance can be used for underwriting purposes. If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei
Compliance Monitor
Allowances for Tenant-Furnished Utilities and Other Services

<table>
<thead>
<tr>
<th>Locality</th>
<th>Green Discount</th>
<th>Unit Type</th>
<th>Date (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision at Bomber Road</td>
<td>None</td>
<td>Larger Apartment Bldgs. (5+ units)</td>
<td>2/13/2020</td>
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</table>

<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>
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<tbody>
<tr>
<td>Space Heating</td>
<td></td>
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<td>$9.03</td>
<td>$10.02</td>
<td>$11.69</td>
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<tr>
<td></td>
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<td></td>
<td>$13.36</td>
<td>$15.03</td>
<td>$16.70</td>
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<tr>
<td>Cooking</td>
<td>Natural Gas</td>
<td>Bottled Gas</td>
<td>Electric</td>
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</tr>
<tr>
<td></td>
<td></td>
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<td>$2.64</td>
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<td>$3.11</td>
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<td></td>
<td></td>
<td></td>
<td>$4.49</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>$7.27</td>
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<td>$8.66</td>
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<tr>
<td>Other Electric</td>
<td></td>
<td></td>
<td>$9.96</td>
<td>$11.72</td>
<td>$16.31</td>
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<tr>
<td></td>
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<td>$20.90</td>
<td>$25.48</td>
<td>$30.07</td>
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<tr>
<td>Air Conditioning</td>
<td></td>
<td></td>
<td>$6.97</td>
<td>$8.20</td>
<td>$11.37</td>
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<tr>
<td></td>
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<td>$14.54</td>
<td>$17.71</td>
<td>$20.88</td>
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<tr>
<td>Water Heating</td>
<td>Natural Gas</td>
<td>Bottled Gas</td>
<td>Electric</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$6.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$7.15</td>
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<tr>
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<td></td>
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<td>Water</td>
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<td></td>
<td></td>
<td>$13.07</td>
<td></td>
<td>$15.05</td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
<td>$6.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
<td></td>
<td>$7.15</td>
<td></td>
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</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
<td></td>
<td>$9.12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
<td></td>
<td>$11.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other - specify</td>
<td></td>
<td></td>
<td>$13.07</td>
<td></td>
<td>$15.05</td>
</tr>
</tbody>
</table>

| Total              | $34.69       | $40.20      | $52.99              | $65.78            | $78.57  |
|                    |             |             | $91.36              |                   |         |
| Total Allowance (Rounded Up) | $35.00 | $41.00 | $53.00 | $66.00 | $79.00 | $92.00 |
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$10,050</td>
</tr>
<tr>
<td>Advertising</td>
<td>$6,030</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$7,540</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$3,620</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$3,620</td>
</tr>
<tr>
<td>Telephone</td>
<td>$4,625</td>
</tr>
<tr>
<td>Other (internet/cable)</td>
<td>$1,505</td>
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<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$36,990</td>
</tr>
</tbody>
</table>

### Management Fee:

- Percent of Effective Gross Income: 4.50%
- $41,095

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$45,002</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$41,680</td>
</tr>
<tr>
<td>Other (part time janitor and asst maint)</td>
<td>$21,647</td>
</tr>
<tr>
<td>Other (taxes/benefits and incentives)</td>
<td>$3,608</td>
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<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$111,936</td>
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</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$2,677</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$21,393</td>
</tr>
<tr>
<td>Grounds</td>
<td>$13,368</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$13,368</td>
</tr>
<tr>
<td>Pool</td>
<td>$3,578</td>
</tr>
<tr>
<td>Other (fire sprinklers)</td>
<td>$3,215</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>$</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$57,600</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric (portfolio)</td>
<td>$15,561</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash (portfolio)</td>
<td>$6,390</td>
</tr>
<tr>
<td>Water/Sewer (portfolio)</td>
<td>$52,650</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>$</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>$</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$74,601</td>
</tr>
</tbody>
</table>

### Annual Property Insurance:

- Rate per net rentable square foot: 0.42%
- $35,816

### Property Taxes:

- Published Capitalization Rate: 7.00%
- Source: Tarrant
- Annual Property Taxes: $149,670
- Payments in Lieu of Taxes: $0
- Total Property Taxes: $149,670

### Reserve for Replacements:

- Annual reserves per unit: $250
- $24,000

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</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>$3,400</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 (describe)</td>
<td>$</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>$</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$3,400</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- Expense per unit: $5574
- Expense to Income Ratio: 58.60%
- $378,112

### Annual Debt Service

- Citi: $315,093
- TDHCA Bond-Issuer Admin Fee (0.10%): $0
- TOTAL ANNUAL DEBT SERVICE: $315,093

### NET CASH FLOW

- Debt Coverage Ratio: 1.20
- $63,019

If a revised form is submitted, date of submission: 2/25/2020
### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$964,224</td>
<td>$983,508</td>
<td>$1,003,179</td>
<td>$1,023,242</td>
<td>$1,043,707</td>
<td>$1,152,337</td>
<td>$1,272,273</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$987,264</td>
<td>$1,007,009</td>
<td>$1,027,149</td>
<td>$1,047,692</td>
<td>$1,068,646</td>
<td>$1,179,872</td>
<td>$1,302,674</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($74,045)</td>
<td>($75,526)</td>
<td>($77,036)</td>
<td>($78,577)</td>
<td>($80,148)</td>
<td>($88,490)</td>
<td>($97,701)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$913,219</td>
<td>$931,484</td>
<td>$950,113</td>
<td>$969,116</td>
<td>$988,498</td>
<td>$1,091,381</td>
<td>$1,204,973</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>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$36,990</td>
<td>$38,100</td>
<td>$39,243</td>
<td>$40,420</td>
<td>$41,633</td>
<td>$48,264</td>
<td>$55,951</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$41,095</td>
<td>$41,917</td>
<td>$42,755</td>
<td>$43,610</td>
<td>$44,482</td>
<td>$49,112</td>
<td>$54,224</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$111,936</td>
<td>$115,294</td>
<td>$118,753</td>
<td>$122,315</td>
<td>$125,985</td>
<td>$146,051</td>
<td>$169,313</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$57,600</td>
<td>$59,328</td>
<td>$61,108</td>
<td>$62,941</td>
<td>$64,829</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,561</td>
<td>$16,028</td>
<td>$16,509</td>
<td>$17,004</td>
<td>$17,514</td>
<td>$20,304</td>
<td>$23,537</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$59,040</td>
<td>$60,811</td>
<td>$62,636</td>
<td>$64,515</td>
<td>$66,450</td>
<td>$77,034</td>
<td>$89,303</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,816</td>
<td>$36,890</td>
<td>$37,997</td>
<td>$39,137</td>
<td>$40,311</td>
<td>$46,731</td>
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<td>Reserve for Replacements</td>
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<td>$24,720</td>
<td>$25,462</td>
<td>$26,225</td>
<td>$27,012</td>
<td>$31,315</td>
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<tr>
<td>Other Expenses</td>
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<td>$3,502</td>
<td>$3,607</td>
<td>$3,715</td>
<td>$3,827</td>
<td>$4,436</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$535,107</td>
<td>$550,750</td>
<td>$566,853</td>
<td>$583,431</td>
<td>$600,498</td>
<td>$693,689</td>
<td>$801,462</td>
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### 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>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<tr>
<td>Other Annual Required Payment</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$63,019</td>
<td>$65,641</td>
<td>$68,167</td>
<td>$70,591</td>
<td>$72,907</td>
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<tr>
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<td>$267,418</td>
<td>$340,325</td>
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<td>$1,156,646</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.22</td>
<td>1.23</td>
<td>1.26</td>
<td>1.28</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)
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

## INCOME

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
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<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
<th>Year 13</th>
<th>Year 14</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$984,224</td>
<td>$983,508</td>
<td>$1,003,179</td>
<td>$1,023,142</td>
<td>$1,043,707</td>
<td>$1,152,337</td>
<td>$1,272,273</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$987,264</td>
<td>$1,006,009</td>
<td>$1,027,149</td>
<td>$1,047,692</td>
<td>$1,068,646</td>
<td>$1,179,872</td>
<td>$1,302,674</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(7,936)</td>
<td>$(7,936)</td>
<td>$(7,936)</td>
<td>$(7,936)</td>
<td>$(7,936)</td>
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<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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## EXPENSES

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<th>Year 12</th>
<th>Year 13</th>
<th>Year 14</th>
<th>Year 15</th>
</tr>
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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$36,990</td>
<td>$38,100</td>
<td>$39,243</td>
<td>$40,420</td>
<td>$41,633</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$113,936</td>
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<td>$122,315</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$57,600</td>
<td>$59,328</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,561</td>
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<td>$16,509</td>
<td>$17,041</td>
<td>$17,514</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$59,040</td>
<td>$60,811</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,816</td>
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<td>Reserve for Replacements</td>
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<td>Other Expenses</td>
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<td>NET OPERATING INCOME</td>
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## DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
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<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
<th>Year 13</th>
<th>Year 14</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$315,093</td>
<td>$315,093</td>
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<td>$315,093</td>
<td>$315,093</td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
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<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
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<td>$630,186</td>
<td>$630,186</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$630,186</td>
<td>$630,186</td>
<td>$630,186</td>
<td>$630,186</td>
<td>$630,186</td>
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<tr>
<td>Debt Coverage Ratio</td>
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<td>1.20</td>
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</table>

## Cumulative Net Cash Flow

<table>
<thead>
<tr>
<th>Year</th>
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<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
<th>Year 13</th>
<th>Year 14</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$378,112</td>
<td>$380,734</td>
<td>$383,260</td>
<td>$385,685</td>
<td>$388,000</td>
<td>$397,395</td>
<td>$403,511</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$378,112</td>
<td>$380,734</td>
<td>$383,260</td>
<td>$385,685</td>
<td>$388,000</td>
<td>$397,395</td>
<td>$403,511</td>
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</tbody>
</table>

## Breakdown of Net Operating Income

<table>
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<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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<th>Year 11</th>
<th>Year 12</th>
<th>Year 13</th>
<th>Year 14</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
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</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
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</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
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<td></td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
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</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
<td>$630,186</td>
<td>$630,186</td>
<td>$630,186</td>
<td>$630,186</td>
<td>$630,186</td>
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</tbody>
</table>

## Debt Coverage Ratio

- **First Deed of Trust:** 1.20
- **Second Deed of Trust:** 1.20
- **Third Deed of Trust:** 1.20
- **Other Annual Required Payment:** 1.20

This certification is for application purposes only and is not intended to be, and shall not constitute a commitment to lend, syndicate a financing, underwrite or purchase securities or LIHTC associated with the Project, commit capital, or provide or arrange any portion of the financing of the Project.
15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
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<td>$983,508</td>
<td>$1,003,179</td>
<td>$1,023,242</td>
<td>$1,043,707</td>
<td>$1,152,337</td>
<td>$1,272,273</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$1,007,009</td>
<td>$1,027,149</td>
<td>$1,047,692</td>
<td>$1,068,646</td>
<td>$1,179,872</td>
<td>$1,302,674</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($74,045)</td>
<td>($75,526)</td>
<td>($77,046)</td>
<td>($78,577)</td>
<td>($80,148)</td>
<td>($81,790)</td>
<td>($83,480)</td>
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<table>
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<tr>
<th>EXPENSES</th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$36,990</td>
<td>$38,100</td>
<td>$39,243</td>
<td>$40,420</td>
<td>$41,633</td>
<td>$48,264</td>
<td>$55,951</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$111,916</td>
<td>$115,294</td>
<td>$118,753</td>
<td>$122,315</td>
<td>$125,985</td>
<td>$131,656</td>
<td>$169,313</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$57,600</td>
<td>$59,328</td>
<td>$61,108</td>
<td>$62,941</td>
<td>$64,829</td>
<td>$70,345</td>
<td>$87,125</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,561</td>
<td>$16,028</td>
<td>$16,509</td>
<td>$17,004</td>
<td>$17,514</td>
<td>$20,304</td>
<td>$23,537</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$60,811</td>
<td>$62,636</td>
<td>$64,515</td>
<td>$64,450</td>
<td>$77,034</td>
<td>$89,303</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,816</td>
<td>$36,890</td>
<td>$37,997</td>
<td>$39,137</td>
<td>$40,311</td>
<td>$45,117</td>
<td>$54,974</td>
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<td>Property Tax</td>
<td>$149,670</td>
<td>$154,160</td>
<td>$158,785</td>
<td>$163,548</td>
<td>$168,455</td>
<td>$195,785</td>
<td>$226,389</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$24,000</td>
<td>$24,720</td>
<td>$25,462</td>
<td>$26,225</td>
<td>$27,012</td>
<td>$31,315</td>
<td>$36,389</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,400</td>
<td>$3,502</td>
<td>$3,607</td>
<td>$3,715</td>
<td>$3,827</td>
<td>$4,436</td>
<td>$5,143</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$535,107</td>
<td>$550,750</td>
<td>$566,853</td>
<td>$583,431</td>
<td>$600,498</td>
<td>$693,686</td>
<td>$801,462</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$378,112</td>
<td>$380,734</td>
<td>$383,260</td>
<td>$385,685</td>
<td>$388,000</td>
<td>$397,695</td>
<td>$403,511</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
<td>$315,093</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
<td>$355,093</td>
</tr>
<tr>
<td>Annual Net Cash Flow</td>
<td>$63,019</td>
<td>$65,641</td>
<td>$68,167</td>
<td>$70,591</td>
<td>$72,907</td>
<td>$82,602</td>
<td>$88,418</td>
</tr>
<tr>
<td>Cumulative Net Cash Flow</td>
<td>$63,019</td>
<td>$128,659</td>
<td>$196,826</td>
<td>$267,418</td>
<td>$340,325</td>
<td>$422,932</td>
<td>$511,346</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.22</td>
<td>1.23</td>
<td>1.26</td>
<td>1.28</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(c)(i) relating to Financial Feasibility)

Catherine Lee
Representative, Construction or Permanent Lender

Printed Name: Catherine Lee
Phone: 713.752.5052
Email: turnerlee@creation

Signature, Authorized Representative, Syndicator

Printed Name: Catherine Lee
Phone: 713.752.5052
Email: turnerlee@creatin

Date: 9-10-20

If a revised form is submitted, date of submission:
2020 HTC
Full Application

Part 4 Tab 28

Offsite Cost Breakdown
This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**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.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td>Not Applicable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lines 3-37

Total

Signature of Registered Engineer responsible for Budget Justification

Randall Eardley, P.E.

Printed Name

2-24-2020

2-24-2020
2020 HTC
Full Application

Part 4 Tab 29

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

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

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough Grading</td>
<td>$ 371,904.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 371,904</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$ 71,520.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 71,520</td>
</tr>
<tr>
<td>Concrete</td>
<td>$ 443,424.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 443,424</td>
</tr>
<tr>
<td>Electrical</td>
<td>$ 114,432.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 114,432</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ 414,816.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 414,816</td>
</tr>
<tr>
<td>Bumper Stops, Striping &amp; Signs</td>
<td>$ 14,304.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 14,304</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,430,400</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Randall Eardley, P.E.
Printed Name

2/24/2020
Date

If a revised form is submitted, date of submission:
2020 HTC
Full Application

Part 4 Tab 30

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

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Eligible Basis (If Applicable)</th>
<th>ACQUISITION</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Site acquisition cost</strong></td>
<td></td>
<td>$1,850,000</td>
<td></td>
</tr>
<tr>
<td><strong>Existing building acquisition cost</strong></td>
<td></td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td></td>
<td>$1,865,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### OFF-SITES

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Off-site concrete</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Storm drains &amp; devices</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water &amp; fire hydrants</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Off-site utilities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sewer lateral(s)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Off-site paving</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Off-site electrical</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td></td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### SITE WORK

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Demolition</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Asbestos Abatement (Demolition Only)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Detention</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Rough grading</strong></td>
<td></td>
<td>$371,904</td>
<td>$371,904</td>
</tr>
<tr>
<td><strong>Fine grading</strong></td>
<td></td>
<td>$71,520</td>
<td>$71,520</td>
</tr>
<tr>
<td><strong>On-site concrete</strong></td>
<td></td>
<td>$443,424</td>
<td>$443,424</td>
</tr>
<tr>
<td><strong>On-site electrical</strong></td>
<td></td>
<td>$114,432</td>
<td>$114,432</td>
</tr>
<tr>
<td><strong>On-site paving</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>On-site utilities</strong></td>
<td></td>
<td>$414,816</td>
<td>$414,816</td>
</tr>
<tr>
<td><strong>Decorative masonry</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bumper stops, striping &amp; signs</strong></td>
<td></td>
<td>$14,304</td>
<td>$14,304</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td></td>
<td>$1,430,400</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### SITE AMENITIES

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Landscaping</strong></td>
<td></td>
<td>$282,609</td>
<td>$282,609</td>
</tr>
<tr>
<td><strong>Pool and decking</strong></td>
<td></td>
<td>$169,565</td>
<td>$169,565</td>
</tr>
<tr>
<td><strong>Athletic court(s), playground(s)</strong></td>
<td></td>
<td>$28,261</td>
<td>$28,261</td>
</tr>
<tr>
<td><strong>Fencing</strong></td>
<td></td>
<td>$142,435</td>
<td>$142,435</td>
</tr>
<tr>
<td><strong>amenity equipment and furniture</strong></td>
<td></td>
<td>$27,130</td>
<td>$27,130</td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td></td>
<td>$650,000</td>
<td>$0</td>
</tr>
</tbody>
</table>
### BUILDING COSTS*

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>877,538</td>
<td>877,538</td>
</tr>
<tr>
<td>Masonry</td>
<td>507,518</td>
<td>507,518</td>
</tr>
<tr>
<td>Metals</td>
<td>133,773</td>
<td>133,773</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,506,216</td>
<td>2,506,216</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>144,273</td>
<td>144,273</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>74,597</td>
<td>74,597</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>269,167</td>
<td>269,167</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,053,534</td>
<td>1,053,534</td>
</tr>
<tr>
<td>Specialties</td>
<td>155,189</td>
<td>155,189</td>
</tr>
<tr>
<td>Equipment</td>
<td>192,354</td>
<td>192,354</td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,180,613</td>
<td>1,180,613</td>
</tr>
<tr>
<td>Electrical</td>
<td>835,804</td>
<td>835,804</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th></th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$7,930,575</td>
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</tr>
</tbody>
</table>

Voluntary Eligible Building Costs (After 11.9(e)(2))

<table>
<thead>
<tr>
<th></th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$76.40 psf</td>
<td>$6,515,010</td>
</tr>
</tbody>
</table>

**TOTAL BUILDING COSTS & SITE WORK**

<table>
<thead>
<tr>
<th></th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(including site amenities)</td>
<td>$10,010,975</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Contingency**

<table>
<thead>
<tr>
<th></th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00%</td>
<td>$700,768</td>
<td>601,679</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th></th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,711,743</td>
<td>$0</td>
<td>$9,197,089</td>
</tr>
</tbody>
</table>

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>THC%</th>
<th>EHC%</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00</td>
<td>642,705</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00</td>
<td>214,235</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>6.00</td>
<td>642,705</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>2.00</td>
<td>183,942</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th></th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,499,644</td>
<td>$0</td>
<td>$1,287,592</td>
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</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th></th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,211,387</td>
<td>$0</td>
<td>$10,484,681</td>
</tr>
</tbody>
</table>

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))

<table>
<thead>
<tr>
<th></th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 psf</td>
<td></td>
<td></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

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>260,000</td>
<td>260,000</td>
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<tr>
<td>Appraisal</td>
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<tr>
<td>Market analysis</td>
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<tr>
<td>Environmental assessment</td>
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<tr>
<td>Soils report</td>
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<td>10,000</td>
</tr>
<tr>
<td>Survey</td>
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<td>12,000</td>
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<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>38,400</td>
<td>38,400</td>
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<tr>
<td>Real property taxes</td>
<td>62,400</td>
<td>62,400</td>
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<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
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<tr>
<td>Tenant Relocation</td>
<td>200,000</td>
<td>200,000</td>
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<tr>
<td>FFE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>55,000</td>
<td>55,000</td>
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</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,220,800</td>
<td>0</td>
</tr>
</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>772,594</td>
<td>735,804</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>156,000</td>
<td>156,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>60,900</td>
<td>60,900</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PLEASE SPECIFY - see footnote 1</strong></td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
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<td></td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>53,713</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
</tr>
<tr>
<td><strong>PLEASE SPECIFY - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
</tr>
<tr>
<td><strong>PLEASE SPECIFY - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
</tr>
</tbody>
</table>

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2/25/2020
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>$52,800</td>
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<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>$114,787</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>$114,787</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>$115,000</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>construction management</td>
<td>$30,200</td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td><strong>$1,495,994</strong></td>
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</table>

#### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>$167,500</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>$2,001,174</td>
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<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td><strong>$2,168,674</strong></td>
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</table>

#### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>$150,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>$283,400</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$433,400</td>
</tr>
</tbody>
</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$19,395,256</strong></td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

#### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units $42(d)(5)
- Historic Credits (residential portion only)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
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<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$19,350,043</td>
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<tr>
<td>Applicable Fraction</td>
<td>88%</td>
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<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$17,109,308</td>
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<tr>
<td>Applicable Percentage*</td>
<td>9.00%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td><strong>$1,539,838</strong></td>
</tr>
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</table>

Credit Request (from 17.Development Narrative)  $1,500,000

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested Score for 11.9(e)(2)</td>
<td>12</td>
</tr>
</tbody>
</table>

*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: Neal Hildebrandt

Phone Number for Contact: (972) 980-9810

2/25/2020
2020 HTC
Full Application

Part 4 Tab 31

Financing Narrative and
Summary of Sources and Uses
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction Period</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Const. Only</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Reserves</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$433,400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Financing Participants</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction Period</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conventional Loan</td>
<td>$15,600,000</td>
<td>4.75%</td>
<td>1st</td>
<td></td>
</tr>
<tr>
<td><strong>Permanent Period</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan (Soft)</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td>Lie Bond</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi HTC</td>
<td>$1,500,000</td>
<td>$3,449,655</td>
<td>$13,798,620</td>
<td>0.92</td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of White Settlement</td>
<td>§11.9(d)(2)LPS Contribution</td>
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<td>$ 500</td>
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</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas Region Developer</td>
<td></td>
<td></td>
<td>$225,376</td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds** $19,049,655 $19,395,756

**Total Uses of Funds** $19,395,256

---

**Notes:**
- Any existing reserve amounts should be listed on the Schedule of Sources.
- TOTAL HOUSING DEVELOPMENT COSTS $19,395,256

---

2/25/2020
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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,600,000 and will be interest-only at an interest rate of 4.75%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $5,371,260 at an interest rate of 4.75%. The conventional loan will be amortized over 35 years and carry a 15 year term. Citi will be providing the equity for the project at a syndication rate of $0.92. The total equity contribution will $13,798,620 with 25% of the equity coming in during construction, or $3,449,655. It is currently estimated that $225,376 in developer fee will be deferred. The City of White Settlement is providing $500 in fee waivers.

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.

Per the financing letter requirements, the annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $283,400 and rent-up reserves are being required in the amount of $150,000.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Telephone: ________________________________

Email address: ________________________________

If a revised form is submitted, date of submission: ________________________________
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Regasifiable)</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Regasifiable)</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Redevelopable)</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$15,600,000</td>
<td>4.75%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$3,449,655</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of White Settlement</td>
<td>$41,961/78.5% Contribution</td>
<td>$0.00</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas Region Developer</td>
<td>Direct Loan Match</td>
<td>$225,376</td>
<td>0.00</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$225,376</td>
<td>0.00</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 reserves. The narrative must include rents, operating subsidies, project-based assistance, and all other sources of funds for operations. In the following 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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,600,000 and will be interest-only at an interest rate of 4.75%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional loan will be in the amount of $5,371,260 at an interest rate of 4.75%. The conventional loan will be amortized over 35 years, with a 15 year term. Citi will provide the equity for the project at a syndication rate of 9.92%. The total equity contribution will be $13,798,620 with 25% of the equity coming in during construction, or $3,449,655. It is currently estimated that $215,976 in developer fee will be deferred. The City of White Settlement is providing $500 in fee waivers.

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.

Per the financing letter requirements, the annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $283,400 and rent-up reserves are being required in the amount of $150,000.

Describe the operating items [rents, operating subsidies, project-based assistance, etc.,] and specify the status [dates and deadlines] for applications, approvals and closings, etc., associated with the commitments.

---

By signing below, I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature] [Name] [Date]

Telephone: __________________________ Email address: __________________________

This certification is for application purposes only and is not intended to be, and shall not constitute, a commitment thereof, syndicate a financing, undertake or purchase securities or LMTIC associated with the Project, commit capital or provide or arrange any portion of the financing of the Project.
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
<th>Uen Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amount</td>
<td>Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Cost 10</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Perm. (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$15,600,000</td>
<td>4.75%</td>
<td>1st</td>
<td>$5,371,260</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td>$1,500,000</td>
<td>$3,449,655</td>
<td>$13,708,620</td>
<td>0.92</td>
</tr>
<tr>
<td>Grant</td>
<td>City of White Settlement</td>
<td>$11,968(2)</td>
<td>$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td>$225,376</td>
<td>$225,376</td>
<td>$225,376</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$19,049,655</td>
<td></td>
<td>$19,049,655</td>
<td>$19,395,756</td>
<td>$19,395,756</td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td>$19,049,655</td>
<td></td>
<td>$19,395,756</td>
<td>$19,395,756</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.

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Loan</td>
<td>Amount: $15,600,000, Interest rate: 4.75%</td>
</tr>
<tr>
<td>Permanent Loan</td>
<td>Amount: $5,371,260, Interest rate: 4.75%</td>
</tr>
<tr>
<td>Equity Contribution</td>
<td>Amount: $13,798,620, 25% during construction</td>
</tr>
<tr>
<td>FHA-Insured Loan</td>
<td>Anticipated date of submission to HUD</td>
</tr>
</tbody>
</table>

The City of White Settlement is providing $500 in fee waivers.

**Replacement Reserves:**

- Annual replacement reserves: $250/unit
- Operating reserves: $283,400
- Rent-up reserves: $150,000

**Operating Items:**

- Rents, operating subsidies, project based assistance, etc.

**Appointments and Deadlines:**

- Construction loan applications: [Date]
- Approvals for FHA loans: [Date]
- Permanent loan closings: [Date]

**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:** Catherine Lee

**Date:** 2-26-20

**Telephone:** 713-752-5052

**Email address:** cathleen.lee@citigroup.com

**If a revised form is submitted, date of submission:**
Multifamily Direct Loan
Financial Capacity

NA
2020 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan Match Funds

NA
2020 HTC
Full Application

Part 4 Tab 34

Finance Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Name of the Local Political Subdivision providing the funding:</th>
<th>City of White Settlement</th>
</tr>
</thead>
</table>

* 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: | 1 |

### 2. Financial Feasibility (§11.9(e)(1))

| Eligible Pro-Forma and letter stating the Development is financially feasible. | 0 |
| 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 | 9.38% |
| HTC funding request as a percent of Total Housing Development Cost | 7.62% |

#### 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 |
2020 HTC
Full Application

Part 4 Tab 35

Finance 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

2/23/2020
Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 26, 2020

Ryan Combs
Provision at Bomber Road, LP
2501 North Harwood Street, Suite 1520
Dallas, Texas 75201

Re: Provision at Bomber Road
White Settlement, Texas, 76108

Dear Mr. Combs:

Citibank, N.A. ("CITI") understands that Provision at Bomber Road, LP on behalf of "Provision at Bomber Road" (the "Project") intends to submit an application to TDHCA for 9% Low Income Housing Tax Credits. CITI is interested in providing the related construction and permanent loan for the Project (see attached Term Sheet, "Exhibit A").

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI's customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI's judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to Provision at Bomber Road, LP on behalf of "Provision at Bomber Road" or any other person, claiming through Provision at Bomber Road, LP or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours,

CITIBANK, N.A.

[Signature]

Catherine Lee
Vice President
Encl. - Exhibit A
EXHIBIT A
TERM SHEET

Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

Provision at Bomber Road

February 26, 2020

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction Summary: Citibank, N.A. (“CITI”) proposes to arrange a construction/permanent loan (“Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

Property: A to-be-constructed multifamily project containing 96 units located in White Settlement, Texas. The property is commonly referred to as “Provision at Bomber Road” (“Property”).

Set-Asides: 9% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income (“AMI”), 35% of the units are reserved for individuals or families whose income is no greater than 50% of AMI, 44% of the units are reserved for individuals or families whose income is no greater than 60% of AMI, and 11% of the units are unrestricted at market.

Applicant: Provision at Bomber Road, LP.

Borrower: A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI in all respects.

LIHTC Investor/Syndicator: If applicable, the Low Income Housing Tax Credit (“LIHTC”) Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions.
Guarantor(s): Michael Gardner (an individual) and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.

Subordinate Debt: If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.

Loan Security: First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI's lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

Construction Phase Recourse Guarantees: Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).

Guarantees, Permanent Phase: None, except for industry standard carve outs (“Carve Outs”). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

Environmental Indemnity: Borrower and Guarantor(s) will be liable for CITI’s standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): Fourth Quarter 2020 or First Quarter 2021.

CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $15,600,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 24 months, plus two 6-month extension(s). Fees for the extension(s) are indicated below under “Fees & Expenses.”

Construction Phase Interest Rate: CITI is underwriting to a variable rate that is currently estimated to be 4.75%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.
Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of Loan principal amounts during the Construction Phase, including those as a result of a Borrower default, may be made without prepayment premium unless the Construction Phase Loan Amount is reduced to less than the Permanent Phase Loan Amount (as defined below).

If the prepayment reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount; or (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount.

In the event that a Loan prepayment resulting from a Loan resizing, as determined by CITI in its sole discretion, reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount.

Notwithstanding any of the above, in the event the amount of such prepayment would cause the Loan amount to fall below 50% of the Permanent Phase Loan Amount, the Borrower shall be required to repay the Loan in full plus the greater of: (i) 1% of the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount.

If Borrower prepayments Loan principal amounts through the application of insurance proceeds or a condemnation award, no prepayment premium shall be payable to CITI.

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.

Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.
General Contractor and Bonding Requirements:
The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 15% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage:
Construction contract will provide for a minimum retainage of 10% of each construction pay application until “substantial completion” (as defined in the Loan documents) unless other arrangements have been approved by CITI. Retainage percentage amounts can be revised, but only down to a minimum of 10% until 50% completion and then 0% retention withheld thereafter. No release of retainage is permitted for achieving 50% completion. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE
Permanent Phase Loan Amount:
The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $5,371,260 or such other loan amount supported by CITI’s underwriting of the Property at the time of Conversion in accordance with CITI’s underwriting requirements including those listed below.

Term/Amortization: 15/35 years

Yield Maintenance Period:
From Closing until 6 months prior to the end of the Permanent Phase.

Permanent Phase Interest Rate:
CITI is underwriting to a fixed rate that is currently estimated to be 4.75%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing. CITI reserves the right to change the permanent loan to a Freddie Mac execution should the pricing become more favorable.

Conversion to Permanent Phase Requirements:
Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

Debt Service Coverage: A minimum of 1.15 to 1.00.

Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below market financing (if applicable), assuming project rents on 80% or more of the units are discounted to a level at least 10% below market. Otherwise, 85%.
Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of $250/unit/year for new construction projects or, for renovation projects, in an amount determined by a Physical Needs Assessment acceptable to CITI, but in a minimum amount of $250/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and Citi has been provided evidence of acceptable E&O insurance coverage carried by Borrower’s environmental consultant and a reliance letter in form acceptable to CITI. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI in its sole discretion.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

1) The Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.

2) The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

4) The Bank understands that any transaction that is located in a disaster county as declared by the Federal Emergency Management Agency must close on all financing and have an executed construction contract by the last business day of November 2020. The Bank would be prepared to close in that time frame.
FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).

Origination Fee: A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount, together the (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

CITI Legal Fees (est): Estimated fees of CITI’s counsel for the initial closing are to be determined and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s counsel for work associated with Conversion of the Loan to the Permanent Phase are to be determined.

Course of Construction Inspections (est): TBD/monthly report.

Construction Term Extension Fee: There will be no fee for the first extension and a fee of 0.25% of the Construction Phase Loan Amount for the second extension.

Conversion Fee and Expenses: A Conversion fee equal to $10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be $5,000.

Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet Expiration Date: Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”).

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

SPONSOR:

By: [Signature]

Name: Ryan Combs

Title: Authorized Representative
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Tax-exempt Loan will be in separate documents and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment, nor are we acting as a fiduciary to you. By accepting this presentation, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”). The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI’s proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI’s personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

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**15 Year Rental Housing Operating Pro Forma (All Programs)**

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

## Income

### Potential Gross Annual Rental Income

- **Year 1:** $964,224  
- **Year 2:** $983,508  
- **Year 3:** $1,003,179  
- **Year 4:** $1,023,242  
- **Year 5:** $1,043,707  
- **Year 10:** $1,152,337  
- **Year 15:** $1,272,273

### Secondary Income

- **Year 2:** $23,040  
- **Year 3:** $23,501  
- **Year 4:** $24,450  
- **Year 5:** $24,939  
- **Year 10:** $27,535  
- **Year 15:** $30,601

### Provision for Vacancy & Collection Loss

- **Year 1:** $(74,045)  
- **Year 2:** $(75,526)  
- **Year 3:** $(77,017)  
- **Year 4:** $(79,508)  
- **Year 5:** $(80,148)  
- **Year 10:** $(88,469)  
- **Year 15:** $(97,701)

### Rental Concessions

### Effective Gross Annual Income

- **Year 1:** $913,219  
- **Year 2:** $931,484  
- **Year 3:** $950,113  
- **Year 4:** $969,116  
- **Year 5:** $988,498  
- **Year 10:** $1,091,381  
- **Year 15:** $1,204,973

## Expenses

### General & Administrative Expenses

- **Year 1:** $36,990  
- **Year 2:** $38,100  
- **Year 3:** $39,243  
- **Year 4:** $40,420  
- **Year 5:** $41,633  
- **Year 10:** $48,264  
- **Year 15:** $55,951

### Management Fee

- **Year 1:** $41,095  
- **Year 2:** $41,917  
- **Year 3:** $42,755  
- **Year 4:** $43,610  
- **Year 5:** $44,482  
- **Year 10:** $49,112  
- **Year 15:** $54,224

### Payroll, Payroll Tax & Employee Benefits

- **Year 1:** $111,936  
- **Year 2:** $115,294  
- **Year 3:** $118,753  
- **Year 4:** $122,315  
- **Year 5:** $125,985  
- **Year 10:** $146,051  
- **Year 15:** $169,313

### Water, Sewer & Trash Utilities

- **Year 1:** $59,040  
- **Year 2:** $60,811  
- **Year 3:** $62,636  
- **Year 4:** $64,515  
- **Year 5:** $66,450  
- **Year 10:** $77,034  
- **Year 15:** $89,303

### Annual Property Insurance Premiums

- **Year 1:** $35,816  
- **Year 2:** $36,890  
- **Year 3:** $37,997  
- **Year 4:** $39,137  
- **Year 5:** $40,311  
- **Year 10:** $46,731  
- **Year 15:** $54,224

### Property Tax

- **Year 1:** $149,670  
- **Year 2:** $154,160  
- **Year 3:** $158,785  
- **Year 4:** $163,548  
- **Year 5:** $168,455  
- **Year 10:** $195,755  
- **Year 15:** $216,389

### Reserve for Replacements

- **Year 1:** $24,000  
- **Year 2:** $24,720  
- **Year 3:** $25,462  
- **Year 4:** $26,225  
- **Year 5:** $27,012  
- **Year 10:** $31,315  
- **Year 15:** $36,362

### Other Expenses

- **Year 1:** $3,400  
- **Year 2:** $3,502  
- **Year 3:** $3,607  
- **Year 4:** $3,715  
- **Year 5:** $3,827  
- **Year 10:** $4,436  
- **Year 15:** $5,143

### Total Annual Expenses

- **Year 1:** $535,107  
- **Year 2:** $550,750  
- **Year 3:** $566,853  
- **Year 4:** $583,431  
- **Year 5:** $600,498  
- **Year 10:** $739,096  
- **Year 15:** $801,462

### Net Operating Income

- **Year 1:** $378,112  
- **Year 2:** $380,734  
- **Year 3:** $383,260  
- **Year 4:** $385,685  
- **Year 5:** $388,000  
- **Year 10:** $403,511  
- **Year 15:** $403,511

### Debt Service

#### First Deed of Trust Annual Loan Payment

- **Year 1:** $315,093  
- **Year 2:** $315,093  
- **Year 3:** $315,093  
- **Year 4:** $315,093  
- **Year 5:** $315,093  
- **Year 10:** $315,093  
- **Year 15:** $315,093

#### Second Deed of Trust Annual Loan Payment

#### Third Deed of Trust Annual Loan Payment

#### Other Annual Required Payment

### Annual Net Cash Flow

- **Year 1:** $63,019  
- **Year 2:** $65,641  
- **Year 3:** $68,167  
- **Year 4:** $70,591  
- **Year 5:** $72,907  
- **Year 10:** $82,602  
- **Year 15:** $88,418

### Cumulative Net Cash Flow

- **Year 1:** $63,019  
- **Year 2:** $128,659  
- **Year 3:** $196,826  
- **Year 4:** $267,418  
- **Year 5:** $340,325  
- **Year 10:** $729,096  
- **Year 15:** $1,156,646

### Debt Coverage Ratio

- **Year 1:** 1.20  
- **Year 2:** 1.21  
- **Year 3:** 1.22  
- **Year 4:** 1.22  
- **Year 5:** 1.23  
- **Year 10:** 1.26  
- **Year 15:** 1.28

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(c)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**  
**Printed Name:** Catherine Lee  
**Date:** 9-21-23  
**Phone:** 713-752-5052  
**Email:** catherine.reception@.

**Signature, Authorized Representative, Syndicator**  
**Printed Name:**  
**Date:**  
**If a revised form is submitted, date of submission:**
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule).

| Financing Participants | Funding Description | Construction Period | Permanent Period | | | |
|------------------------|---------------------|---------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|                        |                     | Loan/Equity Amount  | Interest Rate (%)| Lien Position | Loan/Equity Amount | Interest Rate (%)| Amortization | Term (Yrs) | Syndication Rate |
| **Debt**               |                      |                     |                  |                  |                  |                  |          |          |                  |          |          |          |          |          |
| TDHCA                  | MF Direct Loan Cost To Perm. (Repayable) | 0.00% | $0 | $0 | 0.00% | 30 | 0 | 0.00% | 0 | 0 | 0 |
| TDHCA                  | MF Direct Loan Cost To Repayment Only (Repayable) | 0.00% | $0 | $0 | 0.00% | 30 | 0 | 0.00% | 0 | 0 | 0 |
| TDHCA                  | Multifamily Direct Loan (Soft Repayable) | 0.00% | $0 | $0 | 0.00% | 30 | 0 | 0.00% | 0 | 0 | 0 |
| TDHCA                  | Mortgage Revenue Bond | 0.00% | $0 | $0 | 0.00% | 30 | 0 | 0.00% | 0 | 0 | 0 |
| Citi                    | Conventional Loan | $15,600,000 | 4.75% | 3rd | $5,371,260 | 4.75% | 35 | 15 | 3st |
| **Third Party Equity** |                      |                     |                  |                  |                  |                  |          |          |                  |          |          |          |          |          |
| Citi                    | HTC | $1,500,000 | $3,449,655 | $13,708,620 | 0.92 |
| **Grant**              |                      |                     |                  |                  |                  |                  |          |          |                  |          |          |          |          |          |
| City of White Settlement | $11,949,655 (CDBG/PS Contribution) | $11,949,655 | $500 |
| **Deferred Developer Fee** |                       |                     |                  |                  |                  |                  |          |          |                  |          |          |          |          |          |
| Dallas Region Developer |                       |                     |                  |                  |                  |                  |          |          |                  |          |          |          |          |          |
| **Other**              |                      |                     |                  |                  |                  |                  |          |          |                  |          |          |          |          |          |
| Direct Loan Match       |                       |                     |                  |                  |                  |                  |          |          |                  |          |          |          |          |          |
| Total Sources of Funds  | $19,049,655 |                      | $19,395,756 | $19,395,756 | $19,395,756 | $19,395,756 |          |          |                  |          |          |          |          |          |
| Total Uses of Funds     | $19,049,655 |                      | $19,395,756 | $19,395,756 | $19,395,756 | $19,395,756 |          |          |                  |          |          |          |          |          |
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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,600,000 and will be interest-only at an interest rate of 4.75%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $5,371,260 at an interest rate of 4.75%. The conventional loan will be amortized over 35 years and carry a 15 year term. Citi will be providing the equity for the project at a syndication rate of 50.92%. The total equity contribution will $13,798,620 with 25% of the equity coming in during construction, or $3,449,655. It is currently estimated that $225,376 in developer fee will be deferred. The City of White Settlement is providing $500 in fee waivers.

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.

Per the financing letter requirements, the annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $283,400 and rent-up reserves are being required in the amount of $150,000.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature]

Catherine Lee

Date

[Telephone]

Cell

Email address: catherine.lee@cit.com

If a revised form is submitted, date of submission:
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 26, 2020
Mr. Ryan Combs
Gardner Capital
2501 North Harwood Street, Suite 1520
Dallas, TX 75201

Re: Acquisition of LIHTC Interest in Provision at Bomber Road located in White Settlement, TX (the "Project")

Dear Mr. Combs:

Citibank, N.A., ("Citi" or "Buyer") may be interested in purchasing a 99.99% interest in the Project ("Purchase") based on preliminary analysis. Based on the projections provided by Gardner Capital, Buyer currently estimates that $14,998,500 in federal low income housing tax credits ("LIHTC") generated by the Project (which is 99.99% of $15,000,000 total projected LIHTC) could result in gross proceeds for the financing of the Project in the amount of $13,798,620. The estimated gross proceeds are equivalent to $0.920 for each $1.00 of LIHTC allocated to the Project.

Development Structure

- **Development Name.** Provision at Bomber Road to be owned by Provision at Bomber Road, LP, a Texas Limited Partnership (the "Partnership").

- **Investor and Special Limited Partners.** An entity affiliated with Citi will purchase a 99.99% limited partnership interest in the Partnership upon satisfactory completion of the conditions contained in the LOI. A corporation affiliated with Citi will be a special limited partner in the Partnership with certain restricted management rights (the "Special Limited Partner").

- **Equity pay-in schedule:** Investor proceeds are expected to be contributed as follows:
  1) $3,449,655 (25%) at Closing and Admission to the Partnership
  2) $10,348,965 (75%) at Stabilization/Permanent Loan Conversion and Receipt of 8609

- **Unit Mix.** Citi understands that the proposed unit mix for the project is as follows:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>AMI Set-Aside</th>
<th>Unit Count</th>
</tr>
</thead>
<tbody>
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<td>3</td>
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<td>3</td>
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<tr>
<td>2-Bedroom</td>
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<td><strong>Total</strong></td>
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<td><strong>96</strong></td>
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</tbody>
</table>
Tax Credits and Capital Contributions

- **Tax Credit Allocation:** The Partnership will receive a tax credit reservation for the Property in the amount of $1,500,000 per annum for 10 years totaling $15,000,000. Citi will purchase 99.99% of the tax credits.

- **Syndication Rate:** $0.92 per each dollar of credit for a total Net Capital Contribution of $13,798,620.

Buyer shall not pay, or be liable for, any fees or provide any other financial or other substantive benefit to a developer unless all such fees or benefits are fully and completely disclosed in an executed Letter of Intent, if one is entered into subsequent to this letter.

This letter is not intended to be, and shall not constitute a commitment to lend, syndicate a financing, underwrite or purchase securities or LIHTC associated with the Project, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to Citi in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of Citi's customary due diligence review; (b) approval by Citi internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financings; (d) the negotiation and documentation of the financings, including the terms and conditions of the financing, in form and substance satisfactory to Citi and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in Citi's judgment, could make it inadvisable or impractical to proceed with the Purchase.

Neither Citi nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to Gardner Capital, the Project or any other person, claiming through Gardner Capital or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with the proposed Purchase, Citi will be acting solely as a principal and not as your agent advisor or fiduciary. Citi has not assumed a fiduciary responsibility with respect to the proposed Purchase, and nothing in this letter or in any prior relationship between Gardner Capital and Citi will be deemed to create an advisory, fiduciary or agency relationship between us in respect of the Project or the proposed Purchase. Gardner Capital should consider carefully whether it would like to engage an independent advisor to represent or otherwise advise it in connection with the Project, if it has not already done so.

If there are any questions regarding these estimated numbers, please contact the undersigned.

Sincerely,

CITIBANK, N.A.

[Signature]

Jacob Zlotoff
Vice President
### 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the 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 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
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<th>YEAR 13</th>
<th>YEAR 14</th>
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<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
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<th>YEAR 13</th>
<th>YEAR 14</th>
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<tr>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td>Repairs &amp; Maintenance</td>
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<td>$17,516</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$60,811</td>
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<td>$163,548</td>
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<td>$226,889</td>
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<td>Reserve for Replacements</td>
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<td>$24,720</td>
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<td>$26,255</td>
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<tr>
<td>NET OPERATING INCOME</td>
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<td>$589,184</td>
<td>$593,690</td>
<td>$593,634</td>
<td>$595,267</td>
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</tr>
</tbody>
</table>

### DEBT SERVICE

| First Deed of Trust Annual Loan Payment | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 |
| Second Deed of Trust Annual Loan Payment | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 |
| Third Deed of Trust Annual Loan Payment | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 | $155,093 |
| Other Annual Required Payment | 
| Other Annual Required Payment | 
| ANNUAL NET CASH FLOW | $63,038 | $65,641 | $68,167 | $70,591 | $72,967 | $76,427 | $80,458 |
| CUMULATIVE NET CASH FLOW | $63,038 | $130,689 | $198,856 | $269,447 | $340,334 | $415,761 | $516,219 |
| Debt Coverage Ratio | 1.20 | 1.31 | 1.22 | 1.22 | 1.22 | 1.22 | 1.20 |
| Other (describe) | 

This certification is for application purposes only and is not intended to be, and shall not constitute a commitment to lend, syndicate a financial, or to enter into an underwriting or purchase securities or LHIFC associated with the Project, commit capital, or provide or arrange any portion of the financing of the Project.

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: 
Email: 
Date: 3/28/20
Printed Name: Jack Zilewicz

If a revised form is submitted, date of submission: 

Signature: 
Printed Name: 
Date: 

This certification is for application purposes only and is not intended to be, and shall not constitute a commitment to lend, syndicate a financial, or to enter into an underwriting or purchase securities or LHIFC associated with the Project, commit capital, or provide or arrange any portion of the financing of the Project.
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets, and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
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</tr>
<tr>
<td>Debt</td>
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<tr>
<td>TDHCIA</td>
<td>MF Direct Loan Cons.</td>
<td>$50</td>
<td></td>
<td></td>
<td>$</td>
<td>0.00%</td>
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<tr>
<td></td>
<td>Perm. (Repayable)</td>
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<tr>
<td>TDHCIA</td>
<td>MF Direct Loan Cons.</td>
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<td></td>
<td></td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>(Repayable)</td>
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<tr>
<td>TDHCIA</td>
<td>Multifamily Direct</td>
<td>$50</td>
<td></td>
<td></td>
<td>$</td>
<td>0.00%</td>
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<tr>
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<td>Loan (Soft)</td>
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<tr>
<td>TDHCIA</td>
<td>Mortgage Revenue</td>
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<td></td>
<td></td>
<td>$</td>
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<td>Bond</td>
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<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$15,600,000</td>
<td>4.75%</td>
<td>1st</td>
<td>$3,237,250</td>
<td>4.75%</td>
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<td>Third Party Equity</td>
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<tr>
<td>Citi</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$3,449,655</td>
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<td>$13,798,620</td>
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<td>City of White Settlement</td>
<td>$14,992,610 Contribution</td>
<td>$500</td>
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<tr>
<td>Deferred Developer Fee</td>
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<tr>
<td>Dallas Region Developer</td>
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<td></td>
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</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 any replacement reserves. Finally, describe/explain any items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the 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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,600,000 and will be interest only at an interest rate of 4.75%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional loan will be in the amount of $3,237,250 at an interest rate of 4.75%. The conventional loan will be amortized over 35 years and carry a 15 year term. Citi will be providing the equity for the project at a syndication rate of 0.02. The total equity contribution will be $13,798,620 with 25% of the equity coming during construction, or $3,449,655. It is currently estimated that $225,276 in developer fee will be deferred. The City of White Settlement is providing $500 in fee waivers.

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.

For the financing letter requirements, the annual replacement reserves are estimated to be $290/unit. Operating reserves are being required in the amount of $283,400 and rent-up reserves are being required in the amount of $150,000.

Describe the operating items (rents, operating subsidies, project based assistance, etc., specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

I, (signing below), acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as are the providers of funds.

_Signature, Authorized Representative, Construction or Permanent Lender_  

[Signature]  

Printed Name:  

Date: 3/26/20  

This certification is for application purposes only and is not intended to be, and shall not constitute a commitment to lend, syndicate a financing, underwrite or otherwise sell securities or UTFC associated with the Project, stated capital, or provide or arrange any portion of the financing of the Project.

If a revised form is submitted, date of submission: [ ]
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Part 4 Tab 35

Supporting Documents:
Funding from Local Government
RESOLUTION NO. 2020-02-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS, CONFIRMING SUPPORT FOR THE PROPOSED PROVISION AT BOMBER ROAD APARTMENT HOME DEVELOPMENT LOCATED AT THE NORTHWEST QUADRANT OF SILVER CREEK ROAD AND BOMBER ROAD IN THE CITY OF WHITE SETTLEMENT, TEXAS.

WHEREAS, Gardner Capital (the “Applicant”) has proposed a development for an apartment home community located at NWQ Silver Creek Rd and Bomber Rd, White Settlement, Tarrant County, TX 76108; to be named Provision at Bomber Road (the “Development”); and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Provision at Bomber Road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS;

1. That the City Council hereby confirms that it supports the proposed Provision at Bomber Road located at the NWQ Silver Creek Rd and Bomber Rd, White Settlement, Tarrant County, TX 76108, and that this formal action has been taken to put on record the opinion expressed by the city on February 4th, 2020; and

2. That the City intends to issue a commitment and letter confirming that the City will provide a loan, grant, reduced fees, or contribution of other value for the benefit of the Development so that the Applicant may receive one (1) point for a contribution from the City in an amount up to $500.00; and

3. That for and on behalf of the Governing Body, the City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 4th day of February, 2020.

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney
Supporting Documents: Rental Assistance

NA
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Part 5 Tab 36

Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**
   - **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:** 10.000%
     - **Cash flow from operations:** 30.000%
     - **Developer Fee:** 10.000%
     - **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

**Points Claimed:** 2

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**
   - **Yes** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - **Yes** A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - 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

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Part 5 Tab 36

NP or HUB evidence
Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing 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

Certificate/VID Number: 1822859246700
File/Vendor Number: 510870
Approval Date: 13-DEC-2018
Scheduled Expiration Date: 13-DEC-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that PRUDENTIA 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 14-DEC-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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Part 5 Tab 36

NP or HUB
Experience and Material Participation Statements
PRUDENTIA DEVELOPMENT

RESUME OF PRUDENTIAL DEVELOPMENT LLC

Prudential Development LLC was certified by the Texas Comptroller of Public Accounts as a Historically Underutilized Business in December of 2018. As a partner to the Gardner Capital Development Team, Prudentia Development LLC will materially participate in the development, financing, pre-development activities, construction, leasing and day-to-day operations in developments financed by the TDHCA 9% Housing Tax Credit Program. Below is a list describing the specific responsibilities Prudentia Development LLC will perform in its role as a Historically Underutilized Business Partner.

RESPONSIBILITIES:

- Oversee and manage the Application process for obtaining Housing Tax Credit equity by managing the completion of the Application and all third-party reports along with all submittals to the TDHCA;
- Represent Developer in communications with landowners, real estate brokers, government officials, attorneys, engineers, title companies, general contractors & lenders in all aspects of the process from site selection through development and construction;
- Orchestrate initial and ongoing meetings between Developer and Landowners, Brokers, Centers of Influence, City Managers, Planning & Zoning, and Economic Development to introduce the Developer, provide education about the program, and discuss possible sites for the Project;
- Evaluate market areas and census tracts to determine suitability for Project; locate specific sites within those areas for consideration and present detailed analysis to Development Team;
- Negotiate land contracts on behalf of Developer in an effort to obtain the best possible terms; Educate brokers and landowners as to the timelines involved in the process;
- Become familiar with local zoning ordinances, procedures and timelines;
- Leverage local contacts to learn how to best approach municipalities and how to garner local support for Project;
- Ensure that the Plans and Specifications for the Project are in compliance with applicable development codes and other laws, ordinances, rules and regulations;
- Ensure that there are no flood plain impacts which will affect the Project, or if so, that they will be appropriately mitigated in compliance with local and lender requirements;
- Attend construction progress meetings with the general contractors, and meetings with the Construction Lender;
- Monitor draw requests, disbursements and payments of amounts owed to the architect, engineers, general contractor and subcontractors
- Coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting the needy, to 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;
- 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;
• Obtain information from low income residents in the Project as to services which might
be provided to such residents by the Partnership;
• Obtain information from residents concerning social and educational services from
the community which might be provided to residents at the Project;
• Obtain governmental building code or regulatory approvals and certificates of
occupancy for all of the buildings and residential units of the Project;
• Cause the Project to be completed in a prompt and expeditious manner, with
good workmanship and compliance with:
  1. Plans and Specifications, as approved or amended by the Partnership under any
     Loan Agreements or the Partnership Agreement,
  2. Any and all zoning regulations, city or county ordinances, including without
     limitation, health, fire and safety regulations, environmental standards and
     regulations, and any other requirements of federal, state and local laws, rules,
     regulations and ordinances applicable to the construction of the Project;
  3. Any and all obligations of the Partnership under any Loan Agreement or
     Partnership Agreement;
• Review the annual operating budget for the Project;

• Deliver to the Partnership:
  1. A complete TDHCA Application for Housing Tax Credits with all exhibits including
     a PDF as well as an Excel file along with all third-party reports required for
     submittal with the Application.
  2. A dimensioned “as-built” ALTA survey with the surveyor’s certification that it is
     acceptable to any lender, the Investor Limited Partner, and title company of the
     land, the site plan which shows the completed Project which locates all buildings,
     improvements, easements, setback lines, rights-of-way, restrictive covenants,
     encroachments, and other recorded or apparent matters encumbering or affecting
     the land after completion of the Project; and
  3. “As built” drawings, plans, specifications prepared by the architect and engineers of
     the finished construction of the Project;
• Provide to and periodically update for the Partnership the Project construction
  timeline which coordinates and integrates the services of the general contractor,
  architect, and engineers’ services with construction schedules;
• Collaborate with the general contractor, architect, engineers to establish and
  implement procedures for expediting the processing and approval of shop drawings
  and samples;
• Perform and administer any and all other services and responsibilities of the Primary
  Developer in any other provisions of the Development Agreement, or as provided for in
  the Partnership Agreement;
• Collaborate, cooperate and coordinate the duties and responsibilities of the Developer;
• Review and assist in the day-to-day property operations, including, but not limited to,
  review of property financial statements, management leasing reports, marketing reports,
  and compliance reports required during the TDHCA Compliance Period;
• Assist in the completion of the TDHCA and HUD annual reporting requirements during
  the Compliance Period.
STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Prudential Development LLC, became a Texas Certified HUB in December of 2018. Natalie and Ryan Combs collectively have over 10 years’ experience in multifamily development using Housing Tax Credits. Both Natalie and Ryan began working in the Housing Tax Credit industry while on staff at Bonner Carrington, a tax credit developer based in Austin, TX. Natalie developed an understanding of multifamily development and construction accounting. Ryan began working in accounting and since has worked in construction management and development. As a result, Ryan and has overseen the development, construction and management of many great multifamily communities in the State of Texas.

**Multifamily Development**

- Secured over 100 Million Dollar of equity as a part of the Housing Tax Credit program as a result of receiving awards every year; created a portfolio of 1,426 units since 2014.
  - 2014 – Palladium Midland (264 Units)
  - 2015 – Palladium Van Alstyne Senior Living (132 Units)
  - 2016 – Palladium Garland (140 Units)
  - 2016 – Palladium Anna (120 Units)
  - 2017 – Palladium Fort Worth (150 Units)
  - 2017 – Palladium Denton (150 Units)
  - 2017 – Palladium Glenn Heights (270 Units)
  - 2018 – Palladium Crowley (120 Units)
  - 2018 – Palladium Farmersville (80 Units)

- Contributed to a development team that secured 135 Million Dollars of Housing Tax Credit equity and created and managed 1,667 units while at Bonner Carrington.
  - Mariposa Apartment Homes at Ella Blvd. (180 Units)
  - Mariposa Apartment Homes at Pecan Park (180 Units)
  - Mariposa Apartment Homes at Bay Colony (180 Units)
  - Mariposa Apartment Homes at Elk Drive (180 Units)
  - Mariposa Apartment Homes at Spring Hollow (194 Units)
  - Cypress Creek Apartment Homes at Fayridge Drive (152 Units)
  - Cypress Creek Apartment Homes at Wayside Drive (200 Units)
  - Cypress Creek Apartment Homes at Parker Boulevard (220 Units)
  - Cypress Creek Apartment Homes at Joshua Station (181 Units)

- Significant experience working with housing finance corporations, housing authorities and other non-profits; successfully developed an additional 534 units at Palladium USA using the non-competitive (4%) bond program.
- Substantial expertise in site design; lead teams of architects, engineers, and designers to design all aspects of site plans and building designs for 9 multifamily projects.
- Managed the entitlement process for large multifamily projects that included zoning, platting, obtaining site and design variances, and building development agreements.
- Lead the site and building permitting process for numerous affordable multifamily developments.
- Involvement with all processes from site acquisition through debt conversion.
**Government and Public Relations**

- Responsible for the generation of public support for all developments, which included gaining local and state level political support.
- Created and maintained successful relationships with numerous city councils, planning and zoning committees, State Representatives, and Senators throughout the State of Texas.
- Lead outreach campaigns focused on building support for controversial developments.
- Developed a public relations strategy that defined a primary message for projects, generated personal interest from local stakeholders, and built a foundation of support to give local elected officials the political cover necessary to gain their support for the projects.

**Property Management**

- Managed the Social Services requirements for properties by creating a custom approach to each community in order to serve residents well.
- Worked alongside the President of the company to develop a vision and values for the company that created a corporate culture focused on developing an empowered team and resulted in decreased team member turnover.
- Managed the organizational strategy to maintain a corporate culture that represented values and focused outcomes around the company vision.
- Developed processes to embed that culture into the organization through a new hire integration program; implemented and lead annual company retreats to reinforce that goal.

**Designations**

- Member – Texas Association of Local Housing Finance Agencies
- Member – Texas Affiliation of Affordable Housing Providers
- Advisory Council – Apartment Life (Resident Service Provider)
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Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
### Owner and Developer Organization Charts

**Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.**

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

**Org. Chart Example:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Ownership</th>
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</thead>
<tbody>
<tr>
<td>Principal 1</td>
<td>President, Org. 1.1</td>
<td>85%</td>
</tr>
<tr>
<td>Principal 2</td>
<td>V.P., Org. 1.1</td>
<td>10%</td>
</tr>
<tr>
<td>Principal 3</td>
<td>Treasurer, Org. 1.1</td>
<td>5%</td>
</tr>
</tbody>
</table>

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

---

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

---

ALL Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

---

If a revised chart is submitted, include the date of submission!
Organizational Chart -- Guarantor Entity

Michael Gardner
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

| Org. 1 | Organization Legal Name: Provision at Bomber Road GP, LLC | Role/Title: General Partner |
| Address: 8000 Maryland Avenue, Suite 1300 | City: Clayton | State: MO | Zip: 63105 |
| Name(s) of Entities the Organization Owns or Controls: 100% Development Owner |
| Organization legally formed? No | Date formed: TBD | Legal Org is or will be: Limited Partnership |
| Previous TDHCA Experience? No |
| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

List of Sub-Entities or Principals:

1. MG Investment Holdings, LLC
   TDHCA Experience: Yes
2. Prudentia Development, LLC
   TDHCA Experience: Yes
3. NA
   TDHCA Experience: NA

| Org. 1.1 | Organization Legal Name: MG Investment Holdings, LLC | Role/Title: Managing Member |
| Address: 8000 Maryland Avenue, Suite 1300 | City: Clayton | State: MO | Zip: 63105 |
| Name(s) of Entities the Organization Owns or Controls: 90% of Provision at Bomber Road GP, LLC |
| Organization legally formed? Yes | Date formed: 1/17/2018 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? Yes |
| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

List of Sub-Entities or Principals:

1. Michael Gardner
   TDHCA Experience: Yes
2. NA
3. NA

| Org. 1.2 | Organization Legal Name: Prudentia Development, LLC | Role/Title: Member & Co-Dev |
| Address: 7738 La Cabeza Dr. | City: Dallas | State: TX | Zip: 75248 |
| Name(s) of Entities the Organization Owns or Controls: 10% of Provision at Bomber Road GP, LLC and 10% Co-Developer |
| Organization legally formed? Yes | Date formed: Yes | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? Yes |
| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

List of Sub-Entities or Principals:

1. Natalie Combs
   TDHCA Experience: Yes
2. Ryan Combs
   TDHCA Experience: Yes
3. NA

| Org. | Organization Legal Name: Gardner Capital Investment Fund, LLC | Role/Title: Co-Developer |
| Address: | | |
| Name(s) of Entities the Organization Owns or Controls: | |
| Organization legally formed? | |
| Previous TDHCA Experience? | |
| Organization is identified on Org. Chart: | |

List of Sub-Entities or Principals:
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<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Name(s) of Entities the Organization Owns or Controls</th>
<th>Organization legally formed?</th>
<th>Date formed</th>
<th>Legal Org is or will be</th>
<th>Previous TDHCA Experience?</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
<td>90% Co-Developer</td>
<td>Yes</td>
<td>1/17/2018</td>
<td>Limited Liability Company</td>
<td>Yes</td>
<td>314-561-5901</td>
<td><a href="mailto:michael@gardnercapital.com">michael@gardnercapital.com</a></td>
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<tr>
<td>8000 Maryland Avenue, Suite 1300</td>
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<td>MO</td>
<td>63105</td>
<td>100% Co-Developer</td>
<td>Yes</td>
<td>1/17/2018</td>
<td>Limited Liability Company</td>
<td>Yes</td>
<td>314-561-5901</td>
<td><a href="mailto:michael@gardnercapital.com">michael@gardnercapital.com</a></td>
</tr>
<tr>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
<td>No</td>
<td>Yes</td>
<td>1/17/2018</td>
<td>Limited Liability Company</td>
<td>No</td>
<td>314-561-5901</td>
<td><a href="mailto:michael@gardnercapital.com">michael@gardnercapital.com</a></td>
</tr>
</tbody>
</table>

### Organization Legal Name

- **Organization Legal Name:** Condor Real Estate Fund, LLC
- **Role/Title:** Member
- **Address:** 8000 Maryland Avenue, Suite 1300
- **City:** Clayton
- **State:** MO
- **Zip:** 63105

### List of Sub-Entities or Principals

1. **MG Investment Fund, LLC**
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes
2. **NA**
   - TDHCA Experience: NA
3. **NA**
   - TDHCA Experience: NA
4. **NA**
   - TDHCA Experience: NA
5. **NA**
   - TDHCA Experience: NA
6. **NA**
   - TDHCA Experience: NA

### Organization Legal Name

- **Organization Legal Name:** MG Investment Fund, LLC
- **Role/Title:** Member
- **Address:** 8000 Maryland Avenue, Suite 1300
- **City:** Clayton
- **State:** MO
- **Zip:** 63105

### List of Sub-Entities or Principals

1. **Michael Gardner**
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes
2. **NA**
   - TDHCA Experience: NA
3. **NA**
   - TDHCA Experience: NA
4. **NA**
   - TDHCA Experience: NA
5. **NA**
   - TDHCA Experience: NA
6. **NA**
   - TDHCA Experience: NA

### Organization Legal Name

- **Organization Legal Name:** NA
- **Role/Title:** NA
- **Address:**
- **City:**
- **State:**
- **Zip:**

### List of Sub-Entities or Principals

1. **NA**
   - TDHCA Experience: NA
2. **NA**
   - TDHCA Experience: NA
3. **NA**
   - TDHCA Experience: NA
4. **NA**
   - TDHCA Experience: NA
5. **NA**
   - TDHCA Experience: NA
6. **NA**
   - TDHCA Experience: NA

### Organization Legal Name

- **Organization Legal Name:** NA
- **Role/Title:** NA
- **Address:**
- **City:**
- **State:**
- **Zip:**

### List of Sub-Entities or Principals

1. **NA**
   - TDHCA Experience: NA
2. **NA**
   - TDHCA Experience: NA
3. **NA**
   - TDHCA Experience: NA
4. **NA**
   - TDHCA Experience: NA
5. **NA**
   - TDHCA Experience: NA
6. **NA**
   - TDHCA Experience: NA
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:  
Provision at Bomber Road, LP  
Provision at Bomber Road GP, LLC

Email Address:  
rcombs@gardnercapital.com

City & State of Home Addr:  
Dallas, TX

Applicant Legal Name:  
Provision at Bomber Road, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
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<td></td>
</tr>
</tbody>
</table>

Add more rows to the form as needed.

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>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>TBRA</th>
<th>HBA</th>
<th>PWD</th>
<th>Self-Help</th>
<th>DR</th>
<th>HRA</th>
<th>SFD</th>
<th>NSP</th>
<th>CFDC</th>
<th>Bootstrap</th>
<th>Bootstrap</th>
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</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
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| Person/Role: | MG Investment Holdings, LLC | Gardner Capital Investment Fund, LLC | Condor Real Estate Fund, LLC | MG Investment Fund, LLC |
| Email Address: | michael@gardnercapital.com |
| City & State of Home Addr: | Clayton, MO |
| Applicant Legal Name: | Gala at Premier, LP | Provision at Bomber Road, LP | Gala at Ridgmar, LP | Provision at Fort Worth, LP |

#### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

- By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>19078</td>
<td>Provision at Patriot Place</td>
<td>Hurst</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
</tbody>
</table>

#### 2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

- By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
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</thead>
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<tr>
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<td>PWD</td>
<td>Self-Help</td>
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<td>HTF/OCI:</td>
<td>DR</td>
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<td>SFD</td>
<td>NSP</td>
</tr>
<tr>
<td>Other:</td>
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<td>Bootstrap</td>
<td>CFDC</td>
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| Person/Role: | Michael Gardner |
| Email Address: | michael@gardnercapital.com |
| City & State of Home Addr: | Clayton, MO |
| Gala at Premier, LP |
| Provision at Bomber Road, LP |
| Gala at Ridgmar, LP |
| Provision at Fort Worth, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

Add more rows to the form as needed.

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<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
<tr>
<td>14283</td>
<td>Riverstone Apartments</td>
<td>Corpus Christi</td>
<td>HTC</td>
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<td>NA</td>
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<tr>
<td>14283</td>
<td>Bella Vista</td>
<td>Alton</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
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<tr>
<td>15095</td>
<td>Gala at Oak Crest Estates</td>
<td>Euless</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
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<tr>
<td>15076</td>
<td>Provision at Four Corners</td>
<td>Four Corners</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
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<tr>
<td>16226</td>
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<td>17315</td>
<td>Provision at North Valentine</td>
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<td>HTC</td>
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<tr>
<td>19078</td>
<td>Provision at Patriot Place</td>
<td>Hurst</td>
<td>HTC</td>
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<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.

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Person/Role:

<table>
<thead>
<tr>
<th>Prudentia Development, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Natalie Combs</td>
</tr>
<tr>
<td>Ryan Combs</td>
</tr>
</tbody>
</table>

Email Address: ryanpcombs@yahoo.com

City & State of Home Addr: Dallas, TX

Gala at Premier, LP
Provision at Bomber Road, LP
Gala at Ridgmar, LP

Applicant Legal Name: Provision at Fort Worth, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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</tbody>
</table>
2020 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2020 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2020 HTC
Full Application

Part 5 Tab 42

Development Team Members
## Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

### Developer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gardner Capital Investment Fund, LLC</td>
<td>Michael Gardner</td>
<td>(314) 561-5900</td>
<td>No</td>
</tr>
<tr>
<td><a href="mailto:mleona@gardnercapital.com">mleona@gardnercapital.com</a></td>
<td>TBD</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Carleton Construction</td>
<td>Neal Hildebrandt</td>
<td>(972) 980-9810</td>
<td>No</td>
</tr>
<tr>
<td><a href="mailto:nhildebrandt@carletonrp.com">nhildebrandt@carletonrp.com</a></td>
<td>TBD</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Carleton Construction</td>
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<td>TBD</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cross Architects, PLLC</td>
<td>Adam Everett</td>
<td>(903) 821-1519</td>
<td>No</td>
</tr>
<tr>
<td><a href="mailto:mleona@crossarchitects.com">mleona@crossarchitects.com</a></td>
<td>TBD</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>No</td>
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<tr>
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<td>Adam Everett</td>
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<td>No</td>
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<tr>
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<td>TBD</td>
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</table>

### Infrastructure General Contractor:

<table>
<thead>
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<th>Phone</th>
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<tbody>
<tr>
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<td><a href="mailto:nhildebrandt@carletonrp.com">nhildebrandt@carletonrp.com</a></td>
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<td></td>
</tr>
<tr>
<td>Cross Architects, PLLC</td>
<td>Adam Everett</td>
<td>(903) 821-1519</td>
<td>No</td>
</tr>
<tr>
<td><a href="mailto:mleona@crossarchitects.com">mleona@crossarchitects.com</a></td>
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### Cost Estimator:

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<tr>
<td>Carleton Construction</td>
<td>Neal Hildebrandt</td>
<td>(972) 980-9810</td>
<td>No</td>
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<tr>
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### Architect:

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2/23/2020
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<tr>
<td>Wier &amp; Associates, Inc.</td>
<td>Randy Eardley, P.E.</td>
<td>(817) 467-7700</td>
<td><a href="mailto:RandyE@wierassociates.com">RandyE@wierassociates.com</a></td>
<td>No</td>
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<tr>
<td>Apartment Market Data</td>
<td>Darrel Jack</td>
<td>(210) 530-0040</td>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
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<tr>
<td><strong>Attorney:</strong></td>
<td>Shackelford &amp; Bowen</td>
<td>(214) 780-1400</td>
<td><a href="mailto:jshackelford@shackelfordlaw.com">jshackelford@shackelfordlaw.com</a></td>
<td>No</td>
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<td>McKinley &amp; Norton, LLP</td>
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<tr>
<td></td>
<td>John Shackelford</td>
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<tr>
<td>Property Manager:</td>
<td>Allied-Orion Group</td>
<td>(713) 622-5877</td>
<td>Trisha Keenan</td>
<td>No</td>
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No = Not Applicable
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<td><a href="mailto:tkeenan@allied-orion.com">tkeenan@allied-orion.com</a></td>
<td>TBD</td>
<td>76-0156150</td>
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<tr>
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<td>Email</td>
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<tr>
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<td>-------</td>
</tr>
<tr>
<td><a href="mailto:rbrusilow@coatsrose.com">rbrusilow@coatsrose.com</a></td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>S. Anderson Consulting, LLC</td>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
</tr>
<tr>
<td>Phase Engineering</td>
<td>Tracy Watson</td>
<td>(832) 485-2227</td>
</tr>
<tr>
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<tr>
<td>Prudentia Development, LLC</td>
<td>Ryan Combs</td>
<td>(512) 983-0422</td>
</tr>
</tbody>
</table>

Certified Texas HUB?  
This is a direct or indirect, financial, or other interest with Applicant or other team members*  

Application Consultant:  
**S. Anderson Consulting, LLC**  
Alyssa Carpenter  
(512) 789-1295  
ajcarpen@gmail.com  
TBD  
Proposed Fee  
46-2015199  
No  
No  

Application Consultant:  
**Phase Engineering**  
Tracy Watson  
(832) 485-2227  
tracy@phaseengineering.com  
TBD  
Proposed Fee  
No  
No  

ESA Provider:  
**Phase Engineering**  
Tracy Watson  
(832) 485-2227  
tracy@phaseengineering.com  
TBD  
Proposed Fee  
No  
No  

Scope and Cost Review (formerly PCA) Provider:  
**Phase Engineering**  
Tracy Watson  
(832) 485-2227  
tracy@phaseengineering.com  
TBD  
Proposed Fee  
No  
No  

Preservation Consultant:  
**Phase Engineering**  
Tracy Watson  
(832) 485-2227  
tracy@phaseengineering.com  
TBD  
Proposed Fee  
No  
No  

Other:  
**Prudentia Development, LLC**  
Ryan Combs  
(512) 983-0422  
ryanpcombs@yahoo.com  
TBD  
Proposed Fee  
Yes  
Yes  

2/23/2020
Development Team Member Relationships with Applicant

The Applicant and Developer are related entities through principals.
2020 HTC
Full Application

Part 5 Tab 43

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
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 79671) 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 85,275 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 3,893 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

01.21.2020

Date

Brian Rumsey

Printed Name

18154

License Number and State

Cross Architects, PLLC

Firm Name (If applicable)
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 85,275 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 12,216 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

01.21.2020

Date

Brian Rumsey

Printed Name

18154

License Number and State

Cross Architects, PLLC

Firm Name (If applicable)
Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

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

**EXAMPLE:**

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<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1120 sqft &amp; 11)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>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>4</td>
</tr>
</tbody>
</table>

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

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

By:  
Signature

Adam Everett  
Printed Name

02.24.2020  
Date

Cross Architects, PLLC  
Firm Name (If applicable)

2/24/2020
# 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>96</td>
<td>2%</td>
<td>1.92</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>A1</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B1</td>
<td>57</td>
<td>2%</td>
<td>1.14</td>
<td>1.14</td>
<td>1</td>
</tr>
<tr>
<td>C1</td>
<td>9</td>
<td>2%</td>
<td>0.18</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>96</td>
<td></td>
<td>1.92</td>
<td>3.14</td>
<td>3</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"*

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3.14</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Adam Everett
Printed Name

02.24.2020
Date

Cross Architects, PLLC
Firm Name (If applicable)

2/24/2020
**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, carpors, 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, carpors, 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, carpors, 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.

**ADA Design Manual, Ch. 2, Sec. 208:**

**FHA Design Manual Page 2.23:**

### 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>Clubhouse / Pool</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Dumpster</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Pavilion</td>
<td>1</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:** 4

2/24/2020
## Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>96</td>
</tr>
<tr>
<td>Total surface parking spaces (including non-residential):</td>
<td>219</td>
</tr>
<tr>
<td>Total carports (including non-residential):</td>
<td>0</td>
</tr>
<tr>
<td>Total garages (including non-residential):</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td>219</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>4</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>215</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>5</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>119</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<td>12</td>
</tr>
</tbody>
</table>

### 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>12</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

### APSs that Must Be Van Spaces

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Van APSs required, including all types of spaces:</strong></td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

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

Signature: ____________________________

Printed Name: Adam Everett

Date: 02.24.2020

Firm Name (if applicable): Cross Architects, PLLC

2/24/2020
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.

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.
January 4, 2018

Mr. Michael Gardner
c/o Ruben Esqueda
2501 North Harwood Street, Suite 1501
Dallas, Texas 75201

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. Gardner:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

[Signature]

Marni Holloway
Director of Multifamily Finance
Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th></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>Provision at Bomber Road, LP</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td>Provision at Bomber Road GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3.</td>
<td>MG Investment Holdings, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>4.</td>
<td>Gardner Capital Investment Fund, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>5.</td>
<td>Condor Real Estate Fund, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>6.</td>
<td>MG Investment Fund, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>7.</td>
<td>Michael Gardner</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>8.</td>
<td>Prudentia Development, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>9.</td>
<td>Natalie Combs</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>10.</td>
<td>Ryan Combs</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>11.</td>
<td></td>
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<tr>
<td>12.</td>
<td></td>
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<tr>
<td>13.</td>
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<td>14.</td>
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<td>15.</td>
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<tr>
<td>16.</td>
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<td>17.</td>
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<td>18.</td>
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<td>19.</td>
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<td>20.</td>
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<td>21.</td>
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<td>22.</td>
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<td>23.</td>
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<td>24.</td>
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<td>25.</td>
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<td>26.</td>
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<td>27.</td>
<td></td>
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<tr>
<td>28.</td>
<td></td>
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<td>29.</td>
<td></td>
<td></td>
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<tr>
<td>30.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered “Yes” to Part b. above.

By: [Signature of Applicant] 2/12/20  Its: Authorized Representative
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: MG Investment Holdings, 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.

<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>Gala at Premier</td>
<td>3</td>
<td>Pano</td>
<td>90.00%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Provision at Bomber Rd.</td>
<td>3</td>
<td>White Settlement</td>
<td>90.00%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Provision at Fort Worth</td>
<td>3</td>
<td>Fort Worth</td>
<td>90.00%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Gala at Ridgmar</td>
<td>3</td>
<td>Fort Worth</td>
<td>90.00%</td>
<td>90.00%</td>
</tr>
</tbody>
</table>

I acknowledge that 

is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: [MG Investment Holdings, LLC]

Date: 2/5/20
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:

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>Gala at Premier</td>
<td>3</td>
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<td>0.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
Date: 2/5/2020

Gardner Capital Investment Fund, LLC
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: ________________________________________________________________________________________________________________________________________________

Condor Real Estate Fund, 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
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ____________________________________________________________________________

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Condor Real Estate Fund, LLC

Printed Name

Date: 2/10/20

2/5/2020
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:

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: [MG Investment Fund, LLC]

Date: 2/10/20

2/5/2020
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 Gardner

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
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  Michael Gardner [Printed Name]

Date: 2/10/20

2/5/2020
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: Prudentia 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
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as applicable)

Prudentia Development, LLC

Printed Name

Date

2/5/2020
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: Natalie Combs

Which is:

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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By: Natalie Combs
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 2/21/2020

2/5/2020
Part II. Credit Limit Certification

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
Ryan Combs  
Printed Name  
Date: 2/21/20

2/5/20
2020 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
## Community Input Scoring Items

**TDHCA#: 20153**  
**Self Score Total: 130**

### 1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

- **Resolution(s) of either "no objection" or "support" is included behind this tab.**
  - **Points Requested:** 17
  - **Name of Local Government Body:** City of White Settlement
  - **Name of Local Government Body (if applicable):**

### 2. Quantifiable Community Participation - §11.9(d)(4)

- **Application expects to receive QCP points.**
  - **Points Requested:** 0

**Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

### 3. Input from State Representative - §11.9(d)(5)

- **Letter of either support, neutrality, or opposition is included behind this tab.**
  - **Points Requested:** 0

  **OR**

- **Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
  - **Points Requested:** 8

**Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

### 4. Input from Community Organizations - §11.9(d)(6)

- **Applicant has included one or more letters of support or opposition behind this tab.**
  - **Points Requested:** 4

#### A. United Way of Tarrant County
- **Name of Community Organization:**
- **Name:** Donald R. Smith
- **Contact Name:**

#### B. North Texas Fair Housing Center
- **Name of Community Organization:**
- **Name:** Frances Espinoza
- **Contact Name:**

#### C. Meals on Wheels Inc of Tarrant County
- **Name of Community Organization:**
- **Name:** Carla Jutson
- **Contact Name:**

#### D. [Name of Community Organization]
- **Name of Community Organization:**
- **Contact Name:**

#### E. [Name of Community Organization]
- **Name of Community Organization:**
- **Contact Name:**

#### F. [Name of Community Organization]
- **Name of Community Organization:**
- **Contact Name:**

**2/23/2020**
2020 HTC
Full Application

Part 6 Tab 46

Local Government Support Resolution
RESOLUTION NO. 2020-02-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS, CONFIRMING SUPPORT FOR THE PROPOSED PROVISION AT BOMBER ROAD APARTMENT HOME DEVELOPMENT LOCATED AT THE NORTHWEST QUADRANT OF SILVER CREEK ROAD AND BOMBER ROAD IN THE CITY OF WHITE SETTLEMENT, TEXAS.

WHEREAS, Gardner Capital (the “Applicant”) has proposed a development for an apartment home community located at NWQ Silver Creek Rd and Bomber Rd, White Settlement, Tarrant County, TX 76108; to be named Provision at Bomber Road (the “Development”); and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Provision at Bomber Road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS;

1. That the City Council hereby confirms that it supports the proposed Provision at Bomber Road located at the NWQ Silver Creek Rd and Bomber Rd, White Settlement, Tarrant County, TX 76108, and that this formal action has been taken to put on record the opinion expressed by the city on February 2020; and

2. That the City intends to issue a commitment and letter confirming that the City will provide a loan, grant, reduced fees, or contribution of other value for the benefit of the Development so that the Applicant may receive one (1) point for a contribution from the City in an amount up to $500.00; and

3. That for and on behalf of the Governing Body, the City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 4th day of February, 2020.

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney
Support from State Representative

NA
2020 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
February 3, 2020

Texas Department of Housing and Community Affairs
Attn: Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: # 20153 Provision at Bomber Road to be located at the NWQ Silver Creek Rd and Bomber Rd, White Settlement, TX.

Dear Ms. Gamble:

Please accept this letter as our voice of support for the 2020 TDHCA Housing Tax Credit application for the proposed development, Application #20153 Provision at Bomber Road to be located at the NWQ Silver Creek Rd and Bomber Rd, White Settlement, TX.

The United Way of Tarrant County is a 501c(3) non-profit organization located at 1500 North Main Street, Fort Worth, Texas. Our mission is to provide leadership and harness resources to solve Tarrant County’s social challenges. United Way of Tarrant County allocates funding to community agencies to provide support our three key initiatives, education, health and income areas. Some of these programs include partnerships with Read Fort Worth in our education initiative and the Vita Program which is held yearly through our income initiative to assist low income consumers with tax preparation. Our health initiative in serving older adults through the Area Agency on Aging provides direct services and programs to our aging population and their caregivers to ease the stress of growing older in Tarrant County.

The proposed Provision at Fort Worth (#20153) development is within our service area. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

If you have any questions, please feel free to contact me.

Sincerely,

Donald R. Smith
Director, Area Agency on Aging
Vice President, Community Investment
United Way of Tarrant County
1500 N. Main Street, Suite 200
Fort Worth, Texas 76164
Office: (817) 258-8128; Fax: (817)258-9078
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 09, 2020

UNITED WAY OF TARRANT COUNTY
1500 N MAIN ST STE 200
FORT WORTH, TX 76164-8929

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 01-01-1969
- Sales and use tax, as of 08-29-1977

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17508583600

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.
United Way of Tarrant County brings together individuals, groups, donors and service providers to help solve some of the toughest social issues affecting Tarrant County. As the steward of our donors’ funds, we invest our partner agencies’ programs and other initiatives not just to manage social issues but to solve them for entire populations.

United Way of Tarrant County has more than 45 partner agencies. For the 2019–2020 fiscal year, United Way of Tarrant County allocated more than $10 million in funding to partners in the community, including almost $7 million allocated to address social issues identified in the organization’s recent Community Assessment: basic needs and financial stability; education/workforce; mental, emotional and physical health; affordable housing/homelessness; and transportation.

AREA AGENCY ON AGING
COMMUNITY INVOLVEMENT

United Way of Tarrant County helps more than 300,000 people annually by providing resources through our partner agencies and other initiatives to help solve social issues for entire populations.

Our community involvement includes Wild About Reading, an event to encourage reading and educational activities, the free Volunteer Income Tax Assistance (VITA) program and 14 GO Centers housed on Fort Worth ISD campuses. In addition, United Way of Tarrant County's Area Agency on Aging serves more than 42,000 people annually including older adults, caregivers and people with disabilities.
February 4, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Application Numbers 20145 – Gala at Ridgmar, 20149 – Provision at Fort Worth and 20153 – Provision at Bomber Road

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application #s 20145 Gala at Ridgmar to be located at the NEC Plaza Pkwy and Lands End Blvd, Fort Worth, TX, 20149 Provision at Fort Worth to be located at the N side of E Rendon Crowley Rd Approx 800 ft E of Old Hwy 1187, Fort Worth, TX and 20153 Provision at Bomber Road to be located at the NWQ Silver Creek Rd and Bomber Rd, White Settlement, TX.

The North Texas Fair Housing Center is a tax-exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. Every day we assist people who are in desperate need of affordable housing and we believe that these developments will help meet some of that need.

Sincerely,

Frances Espinoza
Executive Director
North Texas Fair Housing Center
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 10, 2020

NORTH TEXAS FAIR HOUSING CENTER
8625 KING GEORGE DR STE 130
DALLAS, TX 75235-2232

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 08-04-2010
- Sales and use tax, as of 11-04-2010
  (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: 32042368533

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.
NTFHC is a non-profit organization dedicated to eliminating housing discrimination in North Texas. Our counseling, discrimination complaint investigation and educational programs are provided free of charge to the community.
HOUSING COUNSELING

The North Texas Fair Housing Center provides housing counseling services free of charge to residents of the following counties:

- Collin
- Dallas
- Delta
- Denton
- Ellis
- Hunt
- Johnson
- Kaufman
- Parker
- Rockwall
- Tarrant
- Wise

We can provide you with information regarding your rights and responsibilities related to your housing matter. If we find that your housing matter may involve discrimination, one of our staff will conduct an investigation. If your housing matter does not involve discrimination, we can provide you with helpful referrals.

There are many ways to contact us. You can call our toll-free number (877-471-1022), send us an email (info@northtexashousing.org), or submit your question through the Ask a Question feature on the homepage of our website. You can also visit our office Monday through Friday from 9:00am to 5:00pm.
HOUSING DISCRIMINATION COMPLAINTS

The mission of the North Texas Fair Housing Center is to eliminate housing discrimination in the North Texas region. If you feel you have experienced housing discrimination, the North Texas Fair Housing Center can investigate your claim.

We investigate complaints of housing discrimination in the following counties:

- Collin
- Dallas
- Delta
- Denton
- Ellis
- Hunt
- Johnson
- Kaufman
- Parker
- Rockwall
- Tarrant
- Wise

There are many ways to contact us. You can call our toll-free number (877-471-1022), send us an email (info@northtexashousing.org), or submit your question through the Ask a Question feature on the homepage of our website. You can also visit our office Monday through Friday from 9:00am to 5:00pm.
OUTREACH & EDUCATION

The North Texas Fair Housing Center presents fair housing workshops and training seminars to teach communities how to stop housing inequity. Our materials and programs are offered to a variety of audiences such as property personnel (e.g. landlords, property managers, and realtors), tenants, prospective homebuyers, city governments, and other non-profit organizations.

To download NTFHC’s brochure about housing discrimination CLICK HERE.

To schedule a fair housing presentation or workshop for your group complete and return our Fair Housing 101 request form. Or email us at info@northtexasfairhousing.org and include “FH 101 Presentation” in the subject line of your email.
January 28, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Application Numbers 20145 – Gala at Ridgmar, 20149 – Provision at Fort Worth and 20153 – Provision at Bomber Road

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application #s 20145 Gala at Ridgmar to be located at the NEC Plaza Pkwy and Lands End Blvd, Fort Worth, TX, 20149 Provision at Fort Worth to be located at the N side of E Rendon Crowley Rd Approx 800 ft E of Old Hwy 1187, Fort Worth, TX and 20153 Provision at Bomber Road to be located at the NWQ Silver Creek Rd and Bomber Rd, White Settlement, TX.

Meals On Wheels, Inc. of Tarrant County is a tax exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Carla Jutson
President & CEO

Mission Statement
“To promote the dignity and independence of the disabled, the elderly and other homebound persons by delivering nutritious meals and providing or coordinating needed services.”
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 18, 2020

MEALS-ON-WHEELS, INC. OF TARRANT COUNTY
5740 AIRPORT FWY
FORT WORTH, TX 76117-6005

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 09-22-1977
- Sales and use tax, as of 11-16-1989
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.
- Texas taxpayer identification number: 17515687980

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.

Programs

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

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

Home-Delivered Meals

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Phase Engineering</th>
<th>Date of Report: 2/11/2020</th>
</tr>
</thead>
</table>

- **X** Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
- **X** If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

Development is funded by USDA and is not required to supply an ESA.

## 2. Environmental Clearance (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.

[A Third Party will aid in the completion of the environmental clearance process.](http://www.tdhca.state.tx.us/program-services/environmental/index.htm) If checked, complete the following:

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Contact Telephone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

## 3. Primary Market Area Map

- **X** Primary Market Area (PMA) map with definition of PMA is included behind this tab.

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Apartment Market Data</th>
<th>Date of Report: TBD</th>
</tr>
</thead>
</table>

- Development Site Location:
  - Longitude: -97.456051
  - Latitude: 32.771538

## 4. Scope and Cost Review (SCR) (formerly PCA)

- Prepared by: NA

## 5. Appraisal

- Prepared by: NA

## 6. Feasibility Report

- Prepared by: Wier & Associates
  - Date of Report: 2/21/2020

2/23/2020
2020 HTC
Full Application

Part 7 Tab 47

ESA Statement
Provision at Bomber Road

Additional ESA Certification

Per the ESA prepared for Provision at Bomber Road, Provision at Bomber Road, LP certifies that it will comply with any and all recommendations made by the ESA provider.

Ryan Combs

2/12/20

Date
2020 HTC
Full Application

Part 7 Tab 47

Market Study Map and Definition
Provision at Bomber Road
NWQ Silver Creek Rd & Bomber Road  Fort Worth, Texas 76108

Legend
Site
Custom Boundary
TDHCA - All Census Tracts (2020)
CENSUS TRACTS
County Boundaries
State Boundaries

Site Coordinates
Longitude/X:  -97.456051
Latitude/Y:  32.771538

© 2019 Gadberry Group LLC. All Rights Reserved. Data Source: Print Date: 17 February 2020
MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC  Date: 
Contact: Darrell G Jack  Phone: (210) 530-0040

Development: Provision at Bomber Rd.  Target Population: General
Definition of Elderly Age: 

Site Location: NWQ Silver Creek Rd/Bomber Rd  City: White Settlement  County: Tarrant

Site Coordinates:  
<table>
<thead>
<tr>
<th>Latitude</th>
<th>Longitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.771538</td>
<td>-97.456051</td>
</tr>
</tbody>
</table>

(decimal degree format)

Primary Market Area (PMA) page

<table>
<thead>
<tr>
<th>Census Tracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>484391006.02</td>
</tr>
<tr>
<td>484391024.01</td>
</tr>
<tr>
<td>484391052.05</td>
</tr>
<tr>
<td>484391233.00</td>
</tr>
</tbody>
</table>

Square Miles 30.64
2020 HTC
Full Application

Part 8 Tab 48

Tie-Breaker Information
# Tie-Breaker Information

## Tie-Breaker #1 (10 TAC §11.7(1))

Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 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.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>Yes</th>
<th>Poverty Rate = 14.8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>Yes</td>
<td>Poverty Rate = NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

## Tie-Breaker #2 (10 TAC §11.7(2))

Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Development Longitude:</th>
<th>-97.456051</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Latitude:</td>
<td>32.771538</td>
</tr>
<tr>
<td>Target Population:</td>
<td>General</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
<td>Palladium Fort Worth</td>
</tr>
<tr>
<td>Application Number:</td>
<td>17080</td>
</tr>
<tr>
<td>Address:</td>
<td>NWQ of Loop 820 and Westpoint Blvd, Fort Worth</td>
</tr>
<tr>
<td>Year of Award:</td>
<td>2017</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan ("CRP") Application Packet

The purpose of the packet is to formalize the process by which Concerted Revitalization Plans ("CRP") are described and submitted pursuant to 10 TAC §11.9(d)(7) of the Qualified Allocation Plan ("QAP"). The CRP and all supporting documentation must be uploaded to the Department’s ServU system along with this packet, as a separate document from the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Application #20153 Development Name Provision at Bomber Road
Development City White Settlement Development County Tarrant

☐ The Application claims no points under 10 TAC §11.9(c)(4) related to Opportunity Index.

My Development Site is located in an area that is:

☐ Urban
☐ Rural (skip to page 4 of the packet)

☐ My Development Site is located in a distinct area known locally as (or named by the CRP as) Silver Creek Neighborhood, that is larger than the assisted housing footprint.

☐ This packet includes a description of the area targeted for revitalization, including common attributes and problems, which can be found at (document name, page number(s), etc) Comp Plan: pp. 35, 135-141/ SCN Plan: p 9-11

☐ This packet includes a description of how this area was once vital and how it has lapsed into a condition requiring concerted revitalization, which can be found at (document name, page number(s), etc) Comp Plan: pp. 135-141.

☐ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):

City of White Settlement 2040 Comprehensive Plan (Comp Plan)

2020 Silver Creek Neighborhood Community Revitalization Plan (SCN Plan)

☐ The document(s) is included in its entirety.

☐ The document(s) can be found online at https://www.wstx.us/DocumentCenter/View/905/White-Settlement-Comprehensive-Plan

NOTE: Per the requirements of 10 TAC §11.9(d)(7)(A)(ii), a plan may consist of one or multiple, but complementary, local planning documents that together create a cohesive agenda for the plan’s specific area. No more than two (2) local plans may be submitted for each proposed Development. A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements, unless evidence is presented that additional efforts have been undertaken to meet the requirements in the QAP. The concerted revitalization plan may
The URBAN CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(A)(iii)(I-IV):

1. The concerted revitalization plan, or each of the local planning documents that compose the plan, must have been adopted by the municipality or county in which the Development Site is located.
   - This packet includes the resolution(s) adopting the plan or local planning documents that compose the plan;
   - or
   - This packet includes the resolution(s) of delegation and other evidence in the form of certifications by authorized persons confirming the adoption of the plan(s) and budget(s).

2. The problems in the revitalization area must be identified through a process in which affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. A description of eligible problems for a CRP are found at 10 TAC §11.9(d)(7)(A)(ii)(a) through (c).
   - A description of the process for public input on the problems in the plan can be found at (document name, page number(s), etc) **Comp Plan pp. 46-49, 58-71/SCN Plan: p. 8**
   - A description of the problems identified by the process can be found at (document name, page number(s), etc) **Comp Plan: pp. 51-57/SCN Plan: p. 11**
   - A description of how the process determined how the problems should be addressed and prioritized can be found at (document name, page number(s), etc) **Comp Plan: pp. 86-88, 119-120, 142-144, 165-173/SCN Plan: p. 5-6**

3. The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.
   - A description of the goals of the plan can be found at (document name, page number(s), etc) **Comp Plan: pp. 41-43, 86-88, 119-120, 142-144, 165-173/SCN Plan: p. 5-6**
   - A description of the plan’s timetable can be found at (document name, page number(s), etc) **Comp Plan: pp. 149-159.**
   - A description of sufficient, documented and committed funding for the plan can be found at (document name, page number(s), etc) **SCN Plan p. 12,** which documents at least $5,278,000 in funding for the plan.
   - Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc) **SCN Plan p. 12.**

4. The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.
   - The plan is current at the time of Application, and the effective period for the plan is 2020-2025 and can be found at (document name, page number(s), etc) **City Letter p. 1;** or
   - Evidence that the work to address problems in the plan has begun can be found at (document name, page number(s), etc) **SCN Plan: 12;** AND.
   - Confirmation from a public official that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles can be found at (document name, page number(s), etc) **City letter p. 1.**

Provide any comments or additional information in the box below, if applicable.
URBAN CRP Requested Scoring. Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive four (4) points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing.
   ☑ A letter from a public official is included in this packet (an adopted resolution may be submitted in place of a letter).

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   ☑ An adopted resolution from the city of White Settlement is included in this packet (a letter MAY NOT be submitted in place of a resolution).
   ☐ An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution).

   NOTE: A municipality or county may only identify one Development per CRP area during each Application Round for the additional points under this subclause, unless the concerted revitalization plan includes more than one distinct area within the city or county, in which case a resolution may be provided for each Development in its respective area. The resolution from the Governing Body of the municipality or county that approved the plan is required to be submitted in the Application. If multiple Applications submit resolutions under this subclause from the same Governing Body for the same CRP area, none of the Applications shall be eligible for the additional points, unless the resolutions address the respective and distinct areas described in the plan.

3. Applications will receive (1) point in addition to those under 1. and 2. above if the development is in a location that would score at least 4 points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   ☑ Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(i) of the QAP.
   ☑ A map showing the Development Site, location of and distance to the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

<table>
<thead>
<tr>
<th>V CareNow Urgent Care</th>
<th>XI Flex-It Gym</th>
</tr>
</thead>
<tbody>
<tr>
<td>VI Mama Bears Day Care</td>
<td>XII Saddle Hills Disc Golf Park</td>
</tr>
<tr>
<td>VIII White Settlement Library</td>
<td>XIV Meals on Wheels</td>
</tr>
<tr>
<td>XI Expressive Movement Dance</td>
<td>VII Property Crime per 1,000 and XV Tannahill Intermediate School (B rating)</td>
</tr>
</tbody>
</table>

Provide any comments or additional information in the box below, if applicable.

Map and documentation of opportunity index items below.
Proof that the Development Site is Within the CRP Area
Neighborhood Profile

Location Characteristics
The Silver Creek Neighborhood CRP is located west of Lockheed Martin on Bomber Road, on Clifford Street to the north, east of Interstate 820 behind the commercial frontage and south of Shoreview Drive.

Neighborhood Boundary
Letter from the Local Official
February 10, 2020

Sharon Gamble
TDHCA
221 E. 11th
Austin, TX 78701

Dear Ms. Gamble:

I am writing this letter per the requirements of the 2020 QAP with respect to a concerted revitalization plan within the City of White Settlement. The Provision at Bomber Road development, is located NWQ Silver Creek Rd/Bomber Rd, within the boundaries of the Silver Creek Neighborhood. It is within a revitalization area that is specifically identified, studied, discussed, and addressed in the City of White Settlement 2040 Comprehensive Plan and the 2020 Silver Creek Neighborhood Community Revitalization Plan.

Attached is a report that gives an overview of the measurable improvements achieved by the City in the revitalization area. The report outlines items that have been completed, are ongoing/currently in progress, or anticipated to be undertaken in the future. This report shows a history of sufficient, documented, and committed funding to accomplish the purposes of the plan on its established timetable. The accomplishments of the objectives outlined in the plan are on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.

We believe that these improvements have increased the livability of the area by improving the infrastructure of streets, sidewalks, and water/waste water systems. Adding to the stability of the housing in the neighborhood and the improving the movement of pedestrian and car traffic within the area. We believe that all of these projects have and will lead to a safer, more attractive, more livable area appropriate for housing.

The Plan and the efforts towards the Plan are still current and will continue through 2025, therefore meets the requirement that it continue for a minimum for the next three years.

We are excited at the prospect of affordable housing being available in this part of town and believe that it fits in well with the revitalization efforts we have already undertaken.

Sincerely,

Jeffery J. James
City Manager
City of White Settlement
Revitalization Plan Adoption Resolution
ORDINANCE NO. 2019-09-028

AN ORDINANCE ADOPTING THE CITY OF WHITE SETTLEMENT 2040 COMPREHENSIVE MASTER PLAN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of White Settlement is a home rule city acting under its charter adopted by the electorate pursuant to article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council finds that it is in the interest of promoting sound development and the public health, safety and welfare of the citizens of the City of White Settlement to adopt a comprehensive plan; and

WHEREAS, the Planning and Zoning Commission has reviewed the City of White Settlement 2040 Comprehensive Master Plan; and

WHEREAS, a public hearing was held by the City Council of the City of White Settlement, Texas on September 3, 2019 with respect to the adoption of the City of White Settlement 2040 Comprehensive Master Plan; and

WHEREAS, the City has complied with all the requirements of Chapter 213 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for adopting the 2040 Comprehensive Master Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS, THAT:

SECTION 1.

The City of White Settlement 2040 Comprehensive Master Plan, attached hereto as Exhibit “A” is hereby adopted as the comprehensive plan of the City of White Settlement, and shall supersede and amend all previously adopted comprehensive plans.

SECTION 2.

This Ordinance shall be cumulative of all provisions of all existing ordinances and of the Code of Ordinances of the City of White Settlement, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such existing ordinances and code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.
SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining, phrase, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

SECTION 4.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED on this 3rd day of September, 2019.

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney
RESOLUTION NO. 2020-02-006

AN RESOLUTION OF THE CITY OF WHITE SETTLEMENT
CITY COUNCIL APPROVING AND ADOPTING THE SILVER
CREEK NEIGHBORHOOD REVITALIZATION PLAN.

WHEREAS, the City of White Settlement adopted the City of White Settlement 2040
Comprehensive Plan on September 3, 2019; and

WHEREAS, the City of White Settlement 2040 Comprehensive Plan provides a goal to
create neighborhood level plans and identifies specific neighborhoods for revitalization; and

WHEREAS, the City expects that the Silver Creek Neighborhood Revitalization Plan will
revitalize the neighborhood and address in a substantive and meaningful way; and

WHEREAS, the City Council conducted a public hearing regarding the Silver Creek
Neighborhood Revitalization Plan attached hereto as Exhibit “A”; and,

WHEREAS, the City Council is authorized by law to adopt the provisions contained
herein, and has complied with all the prerequisites necessary for the passage of this Resolution,
including but not limited to the Open Meetings Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF WHITE SETTLEMENT, TEXAS THAT:

SECTION 1.
That, the statements contained in the preamble to this resolution are hereby adopted as findings
of fact and as a part of the operative provisions hereof.

SECTION 2.

The City of White Settlement hereby approves and adopts the Silver Creek Neighborhood
Revitalization Plan attached hereto as Exhibit “A”. The City of White Settlement hereby
confirms that the proposed Provision at Bomber Road will most significantly contribute to the
concerted revitalization efforts of the Silver Creek Neighborhood Revitalization Plan.

PRESENTED AND PASSED on this the 4th day of February, 2020.

Ronald A. White, Mayor
ATTEST:

Amy Arnold, TRMC, CMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney
EXHIBIT A
2020 Silver Creek Neighborhood Community Revitalization Plan
Silver Creek Neighborhood Community Revitalization Plan
Community Revitalization Plan

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2. CRP Boundary Exhibit 9
3. Demographic Snapshot 10

REVITALIZATION STRATEGY

1. Revitalization Strategy 11
2. Summary of Projects, Funding Sources, & Elements Addressed 12
Overview

Introduction
The Silver Creek Neighborhood Community Revitalization Plan ("CRP") serves as a document that articulates a vision described in the City of White Settlement 2040 Comprehensive Plan (2040 Comp Plan) in the City of White Settlement, Texas. The Plan is an extension of the 2040 Comp Plan and serves to: (1) provide a framework for designation as a Community Revitalization Plan (CRP) under the Texas Department of Housing and Community Affairs (TDHCA) 2020 Qualified Allocation Plan (QAP); (2) lends support for the allocation of public resources; and (3) lays the groundwork for future and more detailed neighborhood level planning.

The 2040 Comp Plan lays a groundwork and identifies specific neighborhoods (pg. 138) for redevelopment strategies. In addition, the 2040 Comp Plan provides a goal to create neighborhood level plans in order to maintain strong community character, facilitate the development of quality housing options, designate future park and public areas, improve education availability and facilities, and provide local job opportunities in the White Settlement area. City-wide long-range planning efforts have occurred at the city level throughout 2019 and into 2020.

A critical and fundamental premise of this CRP is achieving diversity in residential options in this neighborhood. The development of new residential in the neighborhood whether it be through redeveloping or renovating blighted structures, or new construction is a goal of this CRP. At the center of this strategy is the need for diversity in affordability and workforce housing. The City of White Settlement has articulated a clear desire to become a housing destination for Lockheed employees and military personal and the need for quality affordable housing is a strategic desire of this CRP. Efforts articulated in this CRP that have already commenced making this neighborhood more likely to draw in residential development is a clear win for this community. In order for this CRP to be successful, the neighborhood must draw in new workforce housing. The development of affordable workforce housing is an absolutely necessary element to achieve success of this CRP. The attraction of private development in the Provision at Bomber Road multifamily development will be a fundamental key to the success of this CRP and will be a fantastic showpiece for our neighborhood and community. Therefore, Provision at Bomber Road apartments is expressly
identified as contributing most significantly to the concerted revitalization efforts of the White Settlement.

On February 4, 2020, the White Settlement City Council, after having held a public hearing on the matter, authorized and approved the Community Revitalization Plan for the Silver Creek Neighborhood CRP, formalizing the community effort and acknowledging recent-past investment in the CRP and establishing a vision for future investment.

It is the intent of the City of White Settlement to continue the improvement of the area and expand the opportunities for residents in this CRP. For both citizens living within the CRP and the area surrounding the CRP, the investment formalized and acknowledged within this Plan will be the basis of a high quality of life.
Plan Goals

The Community Revitalization Plan provides for action items to address CRP-specific Goals. The primary Goals of the Silver Creek Neighborhood CRP are summarized below.

- Improve housing quality, variety, and sustainability with a focus on new workforce focused housing
- Improve and enhance the visual identity of the Silver Creek Road, Bomber Road, and Clifford Street Corridor Enhancement Areas
- Protect and strengthen neighborhoods to improve quality of life
- Improve public parks
- Improve access to and quality of public roads and infrastructure
- Improve the quality of public infrastructure and public facilities

Action Objectives

The following Action Objective initiatives may be used to address Plan Goals and Revitalization Factors. A detailed schedule of all projects, including partnership initiatives, is listed in Table 1.

*Housing and Community Services:* The City seeks to provide diversity in housing opportunities in its neighborhoods by encouraging the development of for-sale, rental, and mixed-use housing projects for all populations, especially the establishment of affordable workforce housing in keeping with the desire of the community and this CRP to become a neighborhood with housing options for job centers such as Lockheed and the military base. Development assistance may include funding for land acquisition, vertical construction, predevelopment and interim financing, as well as reimbursements of ad valorem taxes and grants for infrastructure development. A key element available to the City to help execute this objective is the support and development of the Provision at Bomber Road project, anticipated to be submitted to TDHCA in 2020 for funding.

*Public Infrastructure Improvements:* One of the strategies involves the targeting of public resources to improve the physical condition of neighborhood streets and infrastructure. Types of public infrastructure projects implemented within the CRP include (1) street, sidewalk, curb and gutter improvements and (2) water and wastewater.
Public Park and Recreational Facilities: The City seeks to provide park development that will create a resource for the CRP area as well as the whole city.

Education: Providing adequate educational facilities in the CRP area is a benefit to the Silver Creek Neighborhood CRP. The expansion and improvements of the High Point Academy offer educational options and new facilities to the residents of the CRP area.
Role of Affordable Housing in Plan

Affordable workforce housing is a critical and structurally necessary element of the Silver Creek Neighborhood CRP. As a community, it is acknowledged that in order to have sustainable success, there is a myriad of housing types necessary in any area to support the community as a whole. Provision at Bomber Road, which is anticipated to be submitted in 2020 to TDHCA, is a necessary element to achieve success of the Plan. Provision at Bomber Road apartments is expressly identified as contributing most significantly to the concerted revitalization efforts of the City of White Settlement.

The Department of Housing and Community Affairs follows certain principles to guide determination of allocations of local, state and federal resources to assist with affordable housing development. These guiding principles seek to:

- Promote affordable home ownership, quality rental housing and sustainable mixed communities;
- Balance affordable and market-rate housing; and
- Link housing with other public/private investments

The Silver Creek Neighborhood CRP seeks to leverage all available tools and resources to promote and follow these same guiding principles, developing a healthy community within the CRP. The Housing Tax Credit Program is a critical resource to help the City of White Settlement deliver high-quality workforce rental housing in the CRP.
Plan Adoption Schedule & Community Outreach

Meeting Type – Involvement and Purpose

February 19, 2019  P&Z Board & City Council Joint Meeting
February 22, 2019  Community Survey Published
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TERM of the Silver Creek Neighborhood CRP: 2020-2025
Neighborhood Profile

Location Characteristics
The Silver Creek Neighborhood CRP is located west of Lockheed Martin on Bomber Road, on Clifford Street to the north, east of Interstate 820 behind the commercial frontage and south of Shoreview Drive.

Neighborhood Boundary
### Demographic Snapshot

**Census Tract 48439110701**

Census Data: American Community Survey 2013-2017 5-Year Estimates

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Revitalization Strategy

CPR Target Neighborhood Existing Conditions Analysis

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Demographic Snapshot

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# Revitalization Strategy

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Opportunity Index Proof
## Opportunity Index Amenities
### Provision at Bomber Road

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<th>#</th>
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<th>Zip</th>
<th>Distance (mi)</th>
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<td>3520 NW Centre Dr</td>
<td>Fort Worth</td>
<td>76135</td>
<td>2.85</td>
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<td>VI</td>
<td>Mama Bears Day Care</td>
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<tr>
<td>XV</td>
<td>Tannahill Intermediate School</td>
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</table>
CareNow Urgent Care - Lake Worth

3520 NW Centre Dr
Fort Worth, TX 76135
Phone: (817) 375-2100
Fax: (817) 237-0022

About CareNow Urgent Care - Lake Worth

The CareNow® at Lake Worth in Fort Worth, Texas offers a wide range of urgent care services and treatments for injuries, illnesses, cuts and muscle strains.

We accept most major healthcare insurance plans and treat children older than 3 months of age.

Need a DOT Physical?
We offer convenient DOT exams. Walk-ins welcome.

Our Location

Our clinic is located at 3520 NW Centre Drive in Fort Worth, Texas.

We are right by Lowe's, Best Buy, Staples, Albertsons, IHOP and Walmart.
Clinic Hours

Why wait for an appointment when you can be diagnosed and treated right now?

Our urgent care clinics are open seven days a week and offer extended evening and weekend hours.

**Monday - Friday:** 8:00AM – 9:00PM

**Saturday:** 8:00AM – 8:00PM

**Sunday:** 8:00AM – 5:00PM

Web Check-In

Did you know you can wait from the comfort of your home until we're ready for your visit?

We'll simply give you a call as soon as we're ready for you!

[Web Check-In](#)

Our Services

In addition to the list of medical tests and treatments below, CareNow® urgent care also provides X-rays on-site and stitches for minor lacerations.

**Immunizations**

Immunizations are required at many schools, workplaces and in order to travel.

- Flu Shot
- Tetanus Shot
- Tdap
- Hepatitis A & B

**Exams**

CareNow® urgent care provides sports physicals and several other medical exams.

- Sports Physical
- EKGs
- Urine Drug Test
- Pregnancy Test

**Conditions**

We can provide quick diagnosis and treatment for common medical conditions and testing.

- Common Cold
- UTI
- Rashes
- Allergies
- Strep Throat
- STD Test

[View All Services](#)
Our Providers

When visiting our urgent care centers in the greater Dallas and Fort Worth area, you can expect only the best care by our highly experienced team of providers.

CareNow® can help coordinate higher level of care as well, should you need a specialist, with our nearby affiliated partner Medical City Healthcare.

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

If you're unsure about whether to visit our Urgent Care Center or the Emergency Room, see our references on how to know the difference.

[Link: Urgent Care vs ER]

Occupational Medicine

Our providers also offer occupational medicine services for businesses in the greater Dallas and Fort Worth area.

We provide businesses that need support with employee drug testing, on-the-job injury care and other medical screenings.

[Link: Find Out More]

If you're experiencing a medical emergency, please dial 911.

More Conditions We Treat
HOURS OF OPERATION:
6:30 AM TO 6:30 PM
MONDAY THRU FRIDAY
WE ACCEPT AGES - 6 WEEKS TO 12 YEARS

At Mama Bears Day Care, we offer days packed full of activities. All of our activities help the social and academic development of children. Kids learn best when they are having fun! We tailor our lessons to each child's unique learning style. Our kids enjoy the hand-on activities that Mama Bears provides daily!

We are currently going through the accreditation process through Educational First Steps.

Our activities include
Daily Reading
Daily Outdoor play (weather permitting)
  Counting
  Social development
  Story time
  Games
Large and fine motor Skill development
  Circle time
  Sensory Development
  Letter recognition
Character building activities
  Language Development
  Color Recognition
  Positive Guidance
  Provide Self Help Skills

We create a classroom environment that supports language and literacy
# Operation Details

You may click on the question mark image (?) to view the [Frequently Asked Questions (FAQ)](#) page.

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<tr>
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<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
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<td>Operation/ CAREGIVER NAME:</td>
<td>Mama Bears Day Care</td>
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<tr>
<td>Location Address:</td>
<td>512 N CHERRY LN, FORT WORTH, TX 76108</td>
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<td>Mailing Address:</td>
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<td>Phone Number:</td>
<td>817-246-7186</td>
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<td>County:</td>
<td>TARRANT</td>
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<td>Website Address:</td>
<td><a href="http://www.mamabearsdaycare.info">www.mamabearsdaycare.info</a></td>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:mamabears08@att.net">mamabears08@att.net</a></td>
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<tr>
<td>Administrator/Director Name:</td>
<td>Amber Munoz</td>
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<td>Type of Issuance:</td>
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<td>Conditions on Permit:</td>
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<td>Accepts Child-Care Subsidies:</td>
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<td>Hours of Operation:</td>
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<td>Total Capacity:</td>
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## 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:
  - 24 - Inspections
  - 9 - Assessments
  - 0 - 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, 3291 standards were evaluated for compliance at this operation.

- Of the standards evaluated 50 deficiencies were cited. Click on the number of deficiencies to see additional details.
• Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

• The weights of the standard deficiencies cited in the past five years are as follows:

  18 were weighted as **High**
  21 were weighted as **Medium - High**
  8 were weighted as **Medium**
  3 were weighted as **Medium - Low**
  0 were weighted as **Low**

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

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

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

News Flash

Valentine's Day Storytime
Celebrate Valentine's Day with stories & activities!
Read on...

About the Library
The White Settlement Public Library provides an organized collection of print and non-print materials for patrons of all ages that meet their informational, educational, and recreational needs.

Updated Technologies
The Library recognizes the importance of patron and staff access to the Internet and strives to keep abreast of new technologies. Special emphasis is placed on providing current, high-demand, high-interest materials in a

Knowledge
The Library encourages young children's interest in and appreciation of reading and the search for knowledge. In addition, the Library provides timely, accurate, and useful information and serves as a learning and educat

Calendar

<table>
<thead>
<tr>
<th>Tue Jan. 28</th>
<th>Thu Jan. 30</th>
<th>Thu Feb. 6</th>
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</thead>
<tbody>
<tr>
<td>Knit &amp; Crochet</td>
<td>Storytime</td>
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<td>Tue Feb. 4</td>
<td>Knit &amp; Crochet</td>
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<td>TimberLab</td>
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<td>Fri Feb. 7</td>
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<td>Computer Class</td>
<td>Computer Basics</td>
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</table>

View All

New to our shelves:

Search the Catalog:

HOURS
Monday - Saturday
10am - 7pm

Contact Us
Email the Public Library.
Physical Address
8215 White Settlement Road
White Settlement, TX 76108
Phone: 817-367-0166
Fax: 817-246-8184
Library Services

Computer Center
The Library has 17 public computers, 4 of which are reserved for our teen patrons (13-19 years old). To use the computer center simply show valid photo ID at the front desk. Parents may use their ID to sign their minor children up for a computer account. Children under 11 must be accompanied by an adult while using the computers. Patrons are limited to a total of 2½ hours of computer time a day: one two-hour session and one half-hour session.

Library patrons with late fees of over $2.00 on their account will need to settle their account before using the computer center.

The computer center shuts down 30 minutes before the library closes each day.

Printing
Computer users may print from any of our public computers.

| Black & white prints | 25¢ |
| Color prints        | 50¢ |

Mobile Printing
With our new MobilePrint Service™, you can use your personal computer or mobile device to print to the library's printers from anywhere. Simply submit your documents via the free *PrinterOn* mobile app which you can find in your device's app store, or through the website http://www.printeron.net/wspl/main if you are sending a document from your laptop or desktop computer. Click here for step-by-step instructions. Regular printing rates apply to mobile printing.

Wi-Fi
The Library has free Wi-Fi available for public use. Our network is locked - patrons will need to bring their device by the front desk to have the password entered in for them.

Copying

| Black & white copies | 25¢ |
| Color copies         | 50¢ |
| Legal-size black & white copies | 50¢ |
| Legal-size color copies | $1.00 |

Faxing

| Library cover page (required) | $1.00 |
| Local (817 & 682)             | $1.00 / page |
| Toll-free (800, 888, 877, 866, 855, or 844) | $1.00 / page |
| Long-distance                | $2.00 / page |
| International                | $5.00 / page |
Ask A Librarian
Text us at 817-678-8062 and we'll get back to you as soon as possible. You can also text "help" for a list of command prompts to automatically renew items and check your account status.

TexShare Cards
Sponsored by the Texas State Library and Archives Commission, TexShare is a program that allows members of participating libraries limited access to other participating libraries. Many other North Texas libraries are TexShare participants.

Residents of White Settlement who have had their White Settlement Library card for at least 6 months and have no current library fines may apply for a TexShare card. While non-residents are eligible for a White Settlement library card, they are not eligible to apply for a TexShare card through the White Settlement Library. To apply for a TexShare card, non-residents must go to their home library.

[Click here to learn more about the TexShare program.](#)

[Click here to search for TexShare libraries.](#)

Interlibrary Loan
If the Library does not have a particular item, you can request it through Interlibrary Loan (ILL). This is a service that allows libraries to borrow materials from one another. You must come to the front desk to fill out a request form, and a $3.02 per item Delivery Fee will be added to patron accounts for materials borrowed through ILL. Please be aware that rare items, new and popular items, and audiovisual materials may be unavailable. If for any reason we are unable to get an item delivered to us, you will not be charged the delivery fee. Standard overdue fines apply to ILL materials.

Homebound Service
The White Settlement Public Library offers Homebound Services to patrons over 60 residing in the City of White Settlement who are unable to visit the library. This is a free service but space is limited and an application is required. [Click here to learn more and to fill out an application.](#)
Knitting & Crocheting

Join the Library's weekly knitting and crocheting group! No experience is necessary and all ages are welcome! Bring your own yarn and knitting needles or crochet hook.

Knitting & Crocheting is held every Tuesday from 4:00 PM to 5:00 PM. It is held in the classroom unless otherwise noted.

Sign up at the front desk or click here to sign up online.
Facilities

Story Time Room

Subfacility of White Settlement Public Library

Features
- Chairs
- Tables

$20 an hour with a refundable $50 deposit
tables and chairs included in reservation
No food or drink allowed in this room

Story Time Room
8215 White Settlement Road
White Settlement, TX 76108

Rating
This facility has not yet been rated.

Availability

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<th>Tue 1/28</th>
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</table>
Expressive Movement Dance

Our youngest dancers are ready to compete at their first competition! They are always so sweet to each other.

#dancefriendsarethebestfriends 🖤
2019-2020
Schedule of Classes

MONDAY (Studio A)
5:00-5:30 Madison's Solo (Ms. Nikkina)
5:30-6:15 JR Team Lyrical (Ms. Breiah)
6:15-7:00 JR Team Jazz (Ms. Breiah)
7:00-7:45 Elite Pointe (Ms. Breiah warms up/Ms. Nikkina)
7:45-8:30 Elite Team Contemporary (Ms. Nikkina)

MONDAY (Studio B)
5:00-5:30 Chandler's Solo (Ms. Breiah)
5:30-6:30 Ages 2 & 3 Combo-Ballet/Tap (Ms. Nikkina)
6:30-7:15 Mini Ballet (Ms. Nikkina)
7:15-7:45 Ellie's Solo (Ms. Breiah)
7:45-8:15 Private Available (Ms. Breiah)

TUESDAY (Studio A)
5:00-5:30 Jessie's Solo (Ms. Breiah)
5:30-6:15 Junior Team Ballet (Ms. Breiah)
6:30-7:15 Junior Team Hip Hop (Ms. Breiah)

TUESDAY (Studio B)
5:00-5:30 Latosca's Solo (Ms. Nikkina)
5:30-6:15 Mini Jazz (Ms. Nikkina)
6:15-7:15 Mini Hip Hop & Tap (Ms. Nikkina)
7:15-7:45 Kennedy Phelps Solo (Ms. Breiah)
7:15-8:00 Broadway Musical (Ms. Nikkina)
8:00-8:30 Engerlin's Solo (Ms. Nikkina)

**WEDNESDAY (Studio A)**
5:00-5:30 Sayla's Solo (Ms. Nikkina)
5:30-6:30 Ballet/Hip Hop-Ages 4-6 (Ms. Breiah)
6:30-7:15 Hip Hop-ages 7 & up (Ms. Nikkina)
7:15-8:00 Jazz-ages 7 & up (Ms. Breiah)

**WEDNESDAY (Studio B)**
5:00-5:30 Latosca's Solo (Ms. Breiah)
5:30-6:00 Sayla & Marissa's Duet (Ms. Nikkina)
6:00-6:30 Marissa's Solo (Ms. Nikkina)
7:15-7:45 Alyssa's Solo (Ms. Nikkina)

**THURSDAY (Studio A)**
5:00-5:30 Parker's Solo (Ms. Nikkina)
5:30-6:15 JR & Elite Tap (Ms. Nikkina)
6:15-7:15 Elite Team Ballet (Ms. Nikkina)
7:15-8:00 Elite Team Hip Hop (Ms. Nikkina)
8:00-8:45 Elite Team Jazz (Ms. Nikkina)

**FRIDAY (Studio A)**
5:00-5:30 Emi's Solo (Ms. Nikkina)
5:30-6:00 Kylie Simone's Solo
6:00-7:00 Adult Dance (Ms. Nikkina)

**SATURDAY (Studio A)**
*10:30-11:30 Strengthening & Conditioning (once a month)

*Mini, Junior, and Elite Competition Team Classes are by audition only. Team Members will have some scheduled rehearsals on Saturdays.

**Competition Team Members:** The designated Ballet class for your team is REQUIRED for Jazz, Lyrical, Contemporary, and Pointe Classes.

***Strengthening & Conditioning Class will be offered once a month (one Saturday each month) from 9:30 am-10:30 am and open to ages 5 & up (male
& female). You DO NOT have to be a registered dancer at EMD to attend. The cost is $10 each person. You will be notified, and the information will also be posted on the website, Facebook page and Instagram.

Connect
Expressive Movement Dance
expressivemovementdance2017@gmail.com
817-888-0487

Visit
8141 White Settlement Road
White Settlement, TX 76108
CONTACT US

Drop us a line!

Name

Email*

Message

Better yet, see us in person!

We love our customers, so feel free to visit during normal business hours.

Flex-It Gym

8157 White Settlement Road, Fort Worth, Texas 76108, United States

(817)-500-1030
(682)-400-6533

Hours

Open today 06:30 am – 09:00 pm
Facilities

Saddle Hills Disc Golf Park

Features
- Disc Golf Course

Saddle Hills Disc Golf Park
501 Saddle
White Settlement, TX 76108

Hours

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<tr>
<td></td>
<td>11:00 PM</td>
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Rating
This facility has not yet been rated.
About Us

Agency Overview

Meals On Wheels, Inc. of Tarrant County is a 501(c)(3) not-for-profit charitable organization that started in 1973 as a collaboration between 11 faith-based organizations in downtown Fort Worth to bring food to the elderly in the central city area. Over the years, we have grown and now serve all of Tarrant County, providing approximately 1 million meals each year to some of Tarrant County’s most frail citizens. By providing home-delivered meals, professional case management, and other needed items or services to our homebound, elderly and disabled clients, we enable them to remain living independently in their own homes, surrounded by a lifetime of memories.

Most of our clients have lived in the same home for many years. This home is where they feel safe and comfortable. Due to illness or the blessing of many birthdays, the majority of our clients can no longer remain at home without assistance. Without our help, many of our clients would be forced into nursing homes or other care facilities. Our goal is to keep our clients in their homes – where they want to be – for as long as possible.

Some people may be recovering from a hospital stay or illness and will only be on the program for a short period of time. Others have a long-term need and may receive home-delivered meals on an ongoing basis.

In an independent study of hunger among the elderly in the United States, Texas ranked fourth highest in the number of seniors going to bed hungry. We can deliver meals to one homebound person for an entire year at a cost lower than one day in a hospital or six days in a nursing home. Plus, through our Home-Delivered Meals program, we save money for taxpayers, who subsidize the cost of nursing home care for those who cannot afford it. Another study by the Center for Effective Government found that every dollar invested in Meals On Wheels saves up to $50 in Medicaid spending.

Meals are delivered by over 5,000 caring volunteers who freely give of their time and personal resources to ensure that our clients receive a nutritious meal. These caring individuals do more than just provide a meal and a friendly home visit. They are trained to contact our office if a client does not answer the door. This daily safety check gives many of our clients and their families an added peace of mind.
To promote the dignity and independence of older adults, persons with disabilities, and other homebound persons by delivering nutritious meals and providing or coordinating needed services.

Our History

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

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

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

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

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

- Median age: 74.7 years
- 84% of clients are over the age of 60
- 64% of clients are female
- Median client monthly income: $1,000
- Meals served to minority clients: 36%
- Average length of time a client remains on the Home-Delivered Meals program: 11 months
WHITE SETTLEMENT, TX (CITY CENTER) CRIME

67 Vital Statistics. 0 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

**TOTAL CRIME INDEX**

<p>| | |</p>
<table>
<thead>
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<th></th>
<th></th>
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<tbody>
<tr>
<td>50</td>
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<tr>
<td>(100 is safest)</td>
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Safer than 50% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

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<tr>
<td>Number of Crimes</td>
<td>15</td>
<td>135</td>
<td>150</td>
</tr>
<tr>
<td>Crime Rate</td>
<td>2.19</td>
<td>19.69</td>
<td>21.88</td>
</tr>
<tr>
<td>(per 1,000 residents)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NEIGHBORHOOD VIOLENT CRIME**

**VIOLENT CRIME INDEX**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>56</td>
<td></td>
</tr>
<tr>
<td>(100 is safest)</td>
<td></td>
</tr>
</tbody>
</table>

Safer than 56% 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>100</td>
<td>100</td>
<td>36</td>
<td>58</td>
<td></td>
</tr>
</tbody>
</table>

(100 is safest)

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

![Graph showing violent crime comparison] (2.19 for City Center, 1.84 for White Settlement, 4.11 for Texas)

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

<table>
<thead>
<tr>
<th>1 IN 457</th>
<th>1 IN 542</th>
<th>1 IN 243</th>
</tr>
</thead>
<tbody>
<tr>
<td>in City Center</td>
<td>in White Settlement</td>
<td>in Texas</td>
</tr>
</tbody>
</table>
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

### TANNAHILL INT (220920105) - WHITE SETTLEMENT ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Overall Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td>82</td>
<td>83</td>
<td>B</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td>52</td>
<td>83</td>
<td>B</td>
</tr>
<tr>
<td><strong>STAAR Performance</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>College, Career and Military Readiness</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Graduation Rate</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Academic Growth</strong></td>
<td>64</td>
<td>66</td>
<td>D</td>
</tr>
<tr>
<td><strong>Relative Performance (Eco Dis: 57.7%)</strong></td>
<td>52</td>
<td>86</td>
<td>B</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td>46</td>
<td>74</td>
<td>C</td>
</tr>
</tbody>
</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

<table>
<thead>
<tr>
<th>Component</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Science</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Earned</td>
</tr>
</tbody>
</table>
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application.pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Submit receipt for the $30,000 earnest money.
2. If local code calls for all HV units to be on the first floor, confirm this. If not, distribute these units throughout the buildings. If applicable, indicate the distribution on the site plan and building floor plans.
3. Tab 43 Architect’s Certification states Common Area (a defined term) as 3,893. From the table on plan sheet A4.0, Clubhouse Floor Plan, this number is composed of 3,130 square feet of “tenant access” space and 763 square feet of “employee only” space. The number includes areas listed as “storage”, “maintenance”, “workroom” and “phone room” that are outside the definition of Common Area. In addition, the number omits the “conditioned or unconditioned” “enclosed space” (e.g., “interior corridors” and “common porches and patios”) that might exist in the clubhouse and other buildings that is included in the definition. Regarding “common porches and patios, and interior courtyards” as included in the definition, please include these in the Common Area certified. However, at the architect’s discretion, please state these latter areas discretely, whether as a single amount or as the total of a list.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2020 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the
date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local
time on the seventh business day will be suspended from further processing, and the Applicant
will be notified to that effect, until the deficiencies are resolved. If, during the period of time
when the Application is suspended from review, Direct Loan funds become oversubscribed, the
Applicant will be informed that unless the outstanding item(s) are resolved within one business
day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if
the outstanding item(s) are resolved within one business day, the date by which the item is
submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct
Loan Rule. Applicants should be prepared for additional time needed for completion of staff
reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all
documentation at the same time and in only one file using the Department’s Serv-U HTTPs
System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff
member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process,
contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also
contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily
Rules as they apply to due diligence, applicant responsibility, and the competitive nature of
the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Monday, June 15,
2020. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal
programs through for-profit, nonprofit, and local government partnerships to strengthen
communities through affordable housing development, home ownership opportunities,
weatherization, and community-based services for Texans in need. For more information, including
current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are
important limitations and caveats (Also see 10 TAC §10.2(b)).
#20154 Provision at Bomber Road

Full Application Deficiency Response 06-10-2020

1. Please see the attached contract amendment that makes the second earnest money deposit due September 1, 2020.

2. Please see the revised building floor plans that distribute the HV units on different floors.

3. Please see the revised Architect Certification total for Common Area based on your guidance. This total includes the breezeways from the residential buildings and the appropriate areas in the clubhouse.
FIRST AMENDMENT TO CONTRACT OF SALE

THIS FIRST AMENDMENT TO CONTRACT OF SALE (this “Amendment”) is made and entered into effective this 7th day of April, 2020, by and between III Villas LLC (the “Seller”); and Gardner Capital Investment Fund, LLC, a Texas limited liability company (hereinafter referred to as “Buyer”).

WHEREAS, Seller and Buyer are parties to that certain Contract of Sale dated effective January 6, 2020 (the “Original Agreement”), relating to the purchase and sale of the Property (as defined in the Original Agreement) commonly known as approximately 7 acres, more or less, located at approximately 800 Bourland Drive, White Settlement, Tarrant County, Texas; and

WHEREAS, Seller and Buyer desire to enter into this Amendment to modify certain terms and conditions set forth in the Original Agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows.

1. All capitalized terms not otherwise specifically defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. The Original Agreement, as amended hereby, is hereinafter referred to as the “Agreement”.

2. The second sentence in Section 1 of the Original Agreement is amended to read as follows: “Purchaser shall deposit an additional sum of Thirty Thousand and No/00 Dollars ($30,000.00) by September 1, 2020, as a second Earnest Money Deposit (the “Second Deposit”) which shall become nonrefundable and distributed by Title Company to Seller on September 1, 2020, provided this Contract has not previously been terminated, with such amount applied to the Sales Price at Closing.”

3. Except as herein expressly amended or otherwise provided, each and every term, and provision of the Original Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. In the event of any conflict between the provisions of this Amendment and the provisions of the Original Agreement, the provisions of this Amendment shall prevail.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Amendment had executed the same counterpart. Any signature to this Amendment transmitted via facsimile or other electronic signature shall be deemed an original signature and be binding upon the parties hereto (it being agreed that facsimile or other electronic signature shall have the same force and effect as an original signature).

5. This Amendment shall be construed under and in accordance with the laws of the State of Texas.
6. Each party hereto represents to the other parties hereto that such party has the legal right, power and authority to enter into this Amendment.

This First Amendment to Contract of Sale is executed effective the date set forth above.

SELLER:

III Villas LLC

By: ____________________________

Naga Kishor Vankayala
This First Amendment to Contract of Sale is executed effective the date set forth above.

**PURCHASER:**

Gardner Capital Investment Fund, LLC

By: _____________________________

Michael Gardner, Member/Manager
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 85,275 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 12,216 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]

01.21.2020

Date

Brian Rumsey

Printed Name

18154

License Number and State

Cross Architects, PLLC

Firm Name (If applicable)
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Submit receipt for the $30,000 earnest money.

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Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted, the Application will be reviewed and processed. If additional time is needed for review, the Applicant shall be notified.

Ben Sheppard
To: Ryan Combs <rcombs@gardnercapital.com>, "Alyssa Carpenter (ajcarpen@gmail.com)" <ajcarpen@gmail.com>
The same time and in only one file using the Department’s Serv-U HTTPS system. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Monday, June 15, 2020. Please respond to this email as confirmation of receipt.**

About TDHCA

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Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Ryan Combs  
Phone #: (512) 983-0422  
Email: rcombs@gardnercapital.com  
Second Email: ajcarpen@gmail.com

RE: 2020 Competitive Housing Tax Credit (HTC) Application for Provision at Bomber Road, TDHCA  
Number: 20153

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.
Page 2 of Final Scoring Notice: 20153, Provision at Bomber Road

Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 130
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 130
Difference between Requested and Awarded: 0

Section 2:
Points Awarded for §11.9(c)(8) Readiness to Proceed: 0
Points Awarded for §11.9(d)(1) Local Government Support: 17
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: 7

Section 3:
Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

Section 4:
Final Score Awarded to Application by Department staff (Including all points): 170

Section 5:
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, June 26, 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 Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf