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: Laurel Flats

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.

Laurel Flats, LLC
Applicant Entity Name

By:

Signature of Authorized Representative
Brett Johnson
Printed Name
Member
Title
Date

Sworn to and subscribed before me on the ______ day of ______________, __20___
by Brett Johnson
(Personalized Seal)

NOTARY PUBLIC - State of Kansas
Jonnika D. Joseph
My Appl. Expires 4.9.2023

Notary Public Signature
Kansas

Notary Public, State of
Johnson

County of
4.9.2023

My Commission Expires:
11 Feb 2020

Date

2/10/2020
Development Owner Certification, Acknowledgement, and Consent
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

- 10 TAC §11.101(a)(2) - Undesirable Site Features.
  - Development Site is within 300 feet of a junkyard.
  - Development Site is within 300 feet of a solid waste facility.
  - Development Site is within 300 feet of a sexually-oriented business.
  - Development Site has buildings or recreational areas within 100 feet of overhead high voltage transmission lines.
  - Development Site is within 500 feet of active railroad tracks.
  - Development Site is within 500 feet of heavy industry.
  - Development Site is within 10 miles of a nuclear plant.
  - Development Site has buildings within accident potential zones or runway clear zones of any airport.
  - Development Site contains or is adjacent to an easement that contains pipelines which carry highly volatile liquids.
  - Development Site is within 2 miles of refineries capable of refining more than 100,000 barrels of oil per day.

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

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

- 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction

- 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  
  (or any similar agreement resulting from negotiations regarding noncompliance)

- 10 TAC §11.901(15) - Unused Credit or Penalty Fee

Submit documentation regarding any disclosures behind this Tab.

Certification, Acknowledgement, and Consent of Development Owner- 10 TAC §11.204(1)

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

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

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

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

- 10 TAC §11.101(a)(2) - Undesirable Site Features.
  - 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.

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

- 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction

- 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  
  (or any similar agreement resulting from negotiations regarding noncompliance)

- 10 TAC §11.901(15) - Unused Credit or Penalty Fee

Submit documentation regarding any disclosures behind this Tab.

Certification, Acknowledgement, and Consent of Development Owner- 10 TAC §11.204(1)
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)(l) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in 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.

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

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

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

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

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

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

____ The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.
The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 100 year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent federal or local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the 100 year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts, and such documentation is submitted in the Application.

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

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

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

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

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

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

  - [ ] within 300 feet of junkyards
_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

_____ within 300 feet of a sexually-oriented business

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

_____ within 500 feet of active railroad tracks

_____ within 500 feet of heavy industry

_____ within 10 miles of a nuclear plant

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

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

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

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

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

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

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

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

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

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

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

_____ is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating by the Texas Education Agency. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable) and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are exempt from the requirement to disclose the presence of this characteristic.

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

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

The Development will meet the minimum size of Units as further described §11.101(b)(6)(A) of the Qualified Allocation Plan.

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

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.
If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70%, and 80% Units will be dispersed across all Unit Types to the maximum extent feasible in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c).

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 CFR §983.57(e)(2) and (3), as applicable.

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

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

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

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
REVISED 2020 Development Owner's Certification

By:

Signature

Brett Johnson
Printed Name

Member
Title

2/11/20
Date

THE STATE OF Kansas
COUNTY OF Johnson

Before me, a notary public, on this day personally appeared Brett Johnson, 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 11 day of Feb , 2020

NOTARY PUBLIC - State of Kansas
Jonnika D. Joseph
My Appt. Expires 4-9-23

(Seal)

Notary Public Signature
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](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 time frame provided by notice from the Department and at least 10 days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov’t Code §2306.6733, or a provision of Tex. Gov’t Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

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

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

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid.

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

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

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

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

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

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

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

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

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all 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

Brett Johnson

Printed Name

Authorized Representative

Title

2/11/20

Date

THE STATE OF Kansas

$§$

COUNTY OF Johnson

$§$

Before me, a notary public, on this day personally appeared Brett Johnson, 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 11th day of Feb. 2020

(Seal)

Jonnika D. Joseph

Notary Public Signature

NOTARY PUBLIC - State of Kansas
Jonnika D. Joseph
My Appt. Expires 4.9.23

Page 6 of 6
January 2, 2020
By: ______________

Signature of Authorized Representative

________________________

Printed Name

Managing Partner

Title

11 Feb 2020

Date

THE STATE OF Kansas

COUNTY OF Johnson

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 ___ 2020

(Seal)

NOTARY PUBLIC - State of Kansas

Jonna D. Joseph

My Appt. Expires 4.9.23

Notary Public Signature
By: [Signature of Authorized Representative]

Patrick L. Beatty
Printed Name

Member
Title

2/1/20
Date

THE STATE OF Kansas
COUNTY OF Saline

Before me, a notary public, on this day personally appeared Patrick L. Beatty, 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 11th day of February, 2020

(Seal)

NOTARY PUBLIC - State of Kansas
APRIL ENGSTROM
My Appl. Expires 10-11-20

Notary Public Signature
By: ____________________________
Signature of Authorized Representative

______________________________
Matthew Gillam
Printed Name

______________________________
Partner
Title

______________________________
Feb 12, 2020
Date

THE STATE OF Kansas

COUNTY OF Johnson

Before me, a notary public, on this day personally appeared Matthew Gillam, 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 12th day of February, 2020

(Seal)

NOTARY PUBLIC - State of Kansas
Jonnika D. Joseph
My Appt. Expires 4-1-23

Notary Public Signature
By: __________________________________________________________

Signature of Authorized Representative

Jaspal Sarai

Printed Name

Principal

Title

Date

THE STATE OF __________

§

COUNTY OF __________

§

§

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

(Seal)

THOR BJORKLUND
Notary ID #12092549
My Commission Expires December 27, 2022

Notary Public Signature

Page 6 of 6

January 2, 2020
2020 HTC
Full Application
Part 1 Tab 4
Multifamily Direct Loan Certification

NA
**Multifamily Direct Loan Certification** is not applicable to this Application.

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

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

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

1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone: 785 212-0810</th>
<th>Mobile Phone: (785) 212-0810</th>
</tr>
</thead>
<tbody>
<tr>
<td>April Engstrom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:april@ovpgroup.com">april@ovpgroup.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 227 N. Santa Fe, Ste 310</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street: 227 N. Santa Fe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Salina</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State: KS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip: 67401</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Second Contact

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

3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone: (512) 789-1295</th>
<th>Mobile Phone: (512) 789-1295</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyssa Carpenter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 1305 E 6th, Ste 12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street: 1305 E 6th</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Austin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State: TX</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip: 78702</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 1 Tab 6

Self Score Form
# Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

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

## Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total: 17**

## Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>13</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>7</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: 54**

## Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></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>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total: 11**

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>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**

## Point Deductions

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

**Total Application Self Score: 135**

2/27/20
1. **Development Address (All Programs)**

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1208 E. Houston</td>
<td>Tyler</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>Smith</th>
<th>County</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>75702</td>
<td>Smith</td>
<td>Urban</td>
<td>Rural via §11.204(5)(B) Rural</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>No Quartile: 40524</th>
<th>Poverty Rate: 18.7</th>
</tr>
</thead>
</table>

   The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required resolution has been submitted behind Tab 2.

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

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

   - [x] **Twice the State Average Per Capita.** The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))
   - [x] **One Mile Three Year Rule.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).
   - [x] **Limitations on Developments in Certain Census Tracts.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

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

   - [x] The Development Site is not located in a county with a population that exceeds one million.
   - The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.
   - The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.
   - The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

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

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

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

   - 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:

<table>
<thead>
<tr>
<th>Development Site</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>20009 Rose Garden Estates</td>
<td></td>
</tr>
</tbody>
</table>

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

   - Development Site is appropriately zoned? Yes
   - Zoning Designation: R-MF Multi-Family
   - Entire Development Site is outside the 100 year floodplain. Yes
   - Farmland Designation (To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):

2/27/2020
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.

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


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating 2018</th>
<th>TEA Rating 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonner Elementary School</td>
<td>PK through 5</td>
<td>MS</td>
<td>B</td>
</tr>
<tr>
<td>Moore Magnet School</td>
<td>6 through 8</td>
<td>MS</td>
<td>B</td>
</tr>
<tr>
<td>John Tyler High School</td>
<td>9 through 12</td>
<td>MS</td>
<td>C</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- x School district has no attendance zones and the closest schools are listed.
- x The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]

- The Application meets the following exception(s). Applicant is required to enter school rating information above, but no disclosure is required.
  - Elderly Development
  - Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
  - Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
  - The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

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

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.

2/27/2020
Maps:

- Street Map with Site Drawn and Identified

- Census Tract Map with Development Site Identified

https://www.huduser.gov/portal/sadda/sadda_qct.html
https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t

Resolutions:

- n/a Twice the State Average of Units Per Capita Resolution

- n/a One Mile Three Year Resolution or evidence of other exception

- n/a Housing Tax Credit Units per Total Household Resolution

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

- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than the Resolutions Delivery Date described in §11.2(b) of the QAP.

Zoning and Floodplain

- 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)

- 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.
WP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

Educational Quality (all Applications)

- School Attendance Zone Map with Development labeled;

- 2019 TEA accountability information for each school;

- Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

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

Waiver of Rules

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

- The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov't Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
Street Map
Laurel Flats
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Laurel Flats

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 24, 2020

Mark Priestner
3815 Old Bullard Rd
Tyler, TX 75701

Re: 1208 E Houston

Dear Mark,

You have requested a zoning information letter relating to the above referenced property from the Department of Planning and Zoning. The above lot is zoned “R-MF”, Multi-family Residential District which the City of Tyler Code of Ordinances describes as the following:

According to the Unified Development Code (UDC), the "R-MF", Multi-Family Residential District is primarily intended to accommodate multi-family development at a maximum density of 24 dwelling units per acre. In addition, the district allows churches, group living facilities, schools, and accessory buildings and uses. The maximum building height is 50 feet, however, the building height is allowed to exceed stated maximum height if front, rear and side setback are increased at least one foot for each one foot of additional building height. Setback requirements are 25 feet in the front, rear, and interior side and 12 on the corner side. Minimum lot size is 12,500 square feet.

The adjacent properties to the north and west are zoned “R-2”, Two-Family Duplex District. The adjacent properties to the east and south are zoned “R-1A”, Single-Family Residential District and “R-2”, Two-Family Duplex District.

To the best of my knowledge the property has no special use/conditional permits or variances. The property is not in any special, historic, restrictive or overlay district. I have included section 10-352 of the Unified Development Code that addressed Retroactive Compliance Not Required.

The Building Services Division is responsible for the enforcement of building codes and similar codes or ordinances related to commercial development in the City of Tyler, Texas and the issuance of certificates of occupancy in the City of Tyler, Texas. Please contact the Building Official for any site plan information or any building code violations. The Building Services number is 903-531-1151. Ext 3.

The Planning Department is responsible for the zoning ordinance. The zoning ordinance is available on line at www.tylerpz.org. Attached are regulations for the “R-MF”, Multi-
Family Residential District. If you should require any additional information concerning zoning, please contact the Department of Planning and Zoning at 903-531-1175. Ext 5.

Sincerely,

[Signature]

Lindsay Mesa
Planner
City of Tyler Planning Department

Attached Excerpt from City of Tyler Unified Development Code

**Sec. 10-352. Retroactive Compliance Not Required**
In cases where the minimum required off-street parking for legally established land uses and building occupancy is not provided at the effective date of this code, such uses will not be required to meet the minimum parking requirements of this code until required to do so under Article III, Division F, (Non-Conforming Use Regulations).
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).

### 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.

### 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.

### 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. SFHAs 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.

### Area With Reduced Flood Risk Due to Levee

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

### Area Not Included

MINIMAL FLOOD HAZARD AREAS - Areas determined to be outside the 0.2% (500-year) annual chance floodplain and protected by levee from 100-year flood.
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
Complete Tyler ISD Attendance Zone Maps at
https://www.tylerisd.org/Domain/61
(Relevant sections included only due to file size)
**School/Transportation Information**

**Simple Search**
Grade = '01'
Home Address = '1208 E HOUSTON ST 75702'
The information displayed below is subject to confirmation by the transportation or district office.

### School/Transportation Information

<table>
<thead>
<tr>
<th>Grade</th>
<th>01</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program</td>
<td>Regular Ed</td>
</tr>
<tr>
<td>Home to School Distance</td>
<td>0.60 mi.</td>
</tr>
</tbody>
</table>

#### Inbound Information

- **Walk/Ride Status**: No Bus
- **Walk Distance**: 0.60 mi.
- **Bus Stop**: Bonner Elementary School
- **Time**: n/a
- **Bus**: n/a

#### Outbound Information

- **Walk/Ride Status**: No Bus
- **Walk Distance**: 0.60 mi.
- **Bus Stop**: Bonner Elementary School
- **Time**: n/a
- **Bus**: n/a

### Address Information

- **Home**: 1208 E HOUSTON ST 75702
- **Pickup**:
- **Dropoff**:

[View Simple Results]
Texas Education Agency
2019 Accountability Ratings Overall Summary
BONNER EL (212905104) - TYLER ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
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<tbody>
<tr>
<td>Overall</td>
<td>88</td>
<td>88</td>
<td>B</td>
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<tr>
<td>Student Achievement</td>
<td></td>
<td>77</td>
<td>C</td>
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<tr>
<td>STAAR Performance</td>
<td>50</td>
<td>77</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<tr>
<td>Graduation Rate</td>
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<tr>
<td>School Progress</td>
<td>87</td>
<td>83</td>
<td>B</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>77</td>
<td>83</td>
<td>B</td>
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<tr>
<td>Relative Performance (Eco Dis: 93.7%)</td>
<td>50</td>
<td>87</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>95</td>
<td>90</td>
<td>A</td>
</tr>
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</table>

### Identification of Schools for Improvement

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

### Distinction Designations

- **ELA/Reading**: Not Earned
- **Mathematics**: Not Earned
- **Science**: Earned
- **Social Studies**: Not Eligible
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Earned
- **Comparative Closing the Gaps**: Earned
### School/Transportation Information

#### Simple Search:
- **Grade:** 06
- **Home Address:** 1208 E HOUSTON ST 75702

*The information displayed below is subject to confirmation by the transportation or district office.*

#### School/Transportation Information

<table>
<thead>
<tr>
<th>Grade</th>
<th>Program</th>
<th>Residence</th>
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</thead>
<tbody>
<tr>
<td>06</td>
<td>Regular Ed</td>
<td>Moore Magnet School</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Distance</th>
<th>Walk Distance</th>
<th>Walk/Ride Status</th>
<th>Bus Stop</th>
<th>Bus</th>
<th>Time</th>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>1.16 mi.</td>
<td>1.16 mi.</td>
<td>No Bus</td>
<td>Moore Magnet School</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

#### Address Information
- **Home:** 1208 E HOUSTON ST 75702
- **Pickup:**
- **Dropoff:**

*The information on this site represents the status of routes as of 1/22/2020. The transportation offices reserve the right to make changes to this information as they meet the changing needs of the student population.*

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# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

**MOORE MST MAGNET SCHOOL (212905045) - TYLER ISD**

### Accountability Rating Summary

<table>
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<tr>
<th>Component</th>
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<tbody>
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<td>84</td>
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<td>Student Achievement</td>
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<td>STAAR Performance</td>
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<td>Graduation Rate</td>
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</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>89</td>
<td>B</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>63</td>
<td>63</td>
<td>D</td>
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<tr>
<td>Relative Performance (Eco Dis: 82.8%)</td>
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<td>89</td>
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<tr>
<td>Closing the Gaps</td>
<td>39</td>
<td>73</td>
<td>C</td>
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</tbody>
</table>

### Identification of Schools for Improvement

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

### Distinction Designations

- **ELA/Reading** Earned
- **Mathematics** Earned
- **Science** Earned
- **Social Studies** Earned
- **Comparative Academic Growth** Not Earned
- **Postsecondary Readiness** Earned
- **Comparative Closing the Gaps** Earned
# School/Transportation Information

**Simple Search |**

**Simple Search:**
Grade = 09
Home Address = '1208 E HOUSTON ST 75702'

*The information displayed below is subject to confirmation by the transportation or district office.*

## School/Transportation Information

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Program:</td>
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<td>Home to School Distance:</td>
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### Inbound Information

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<tbody>
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<td>E HOUSTON ST @ BAXTER AVE</td>
</tr>
<tr>
<td>Time:</td>
<td>7:00 AM</td>
</tr>
<tr>
<td>Bus:</td>
<td>60</td>
</tr>
<tr>
<td>Walk Distance:</td>
<td>0.04 mi.</td>
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### Outbound Information

<table>
<thead>
<tr>
<th>Walk/Ride Status:</th>
<th>Ride</th>
</tr>
</thead>
<tbody>
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<td>E HOUSTON ST @ BAXTER AVE</td>
</tr>
<tr>
<td>Time:</td>
<td>4:18 PM</td>
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<tr>
<td>Bus:</td>
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</tr>
<tr>
<td>Walk Distance:</td>
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## Address Information

<table>
<thead>
<tr>
<th>Home:</th>
<th>1208 E HOUSTON ST 75702</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pickup:</td>
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<tr>
<td>Dropoff:</td>
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</tbody>
</table>

View Simple Results

---

*The information on this site represents the status of routes as of 1/22/2020. The transportation offices reserve the right to make changes to this information as they meet the changing needs of the student population.*

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# Texas Education Agency
## 2019 Accountability Ratings Overall Summary
### JOHN TYLER H S (212905003) - TYLER ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>79</td>
<td>79</td>
<td>C</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
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</tr>
<tr>
<td>STAAR Performance</td>
<td>37</td>
<td>64</td>
<td>C</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td><strong>School Progress</strong></td>
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<tr>
<td>Academic Growth</td>
<td>63</td>
<td>70</td>
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</tr>
<tr>
<td>Relative Performance (Eco Dis: 89.1%)</td>
<td>48</td>
<td>82</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>41</td>
<td>73</td>
<td>C</td>
</tr>
</tbody>
</table>

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

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: 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
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.
   - The census tract has a median household income rate in the two highest quartiles within the region (2 points).
   - The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as (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).

   - Contiguous Census Tract # 48423001200
   - Contiguous Tract Quartile 2nd

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

   - pharmacy (1 point)(1 mile)
   - health-related facility (1 point)(3 miles)
   - licensed center serving children (1 point)(2 miles)
   - public library (1 point)(1 mile)
   - university or community college (1 point)(5 miles)
   - indoor recreation facility available to public (1 point)
   - outdoor recreation facility available to public (1 point)
   - community, civic or service organization (1 point)(1 mile)
   - delivered meals service (1 point)
   - A or B-rated public school (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.

   - licensed center serving children (1 point)(2 miles)
   - public library (1 point)(1 mile)
   - university or community college (1 point)(5 miles)
   - indoor recreation facility available to public (1 point)
   - outdoor recreation facility available to public (1 point)
   - community, civic or service organization (1 point)(1 mile)
   - delivered meals service (1 point)
   - A or B-rated public school (1 point)

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

   - Application is seeking points for Opportunity Index.
   - Total Points Claimed: 7

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

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

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

   - 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)

### Application is seeking points for Under served Area. Total Points Claimed: 4

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

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

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

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)

### Application is seeking points for Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]

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

A. Proximity to the Urban Core

- Application is not in the At-Risk Set-Aside; AND
- Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) OR
- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)

B. Proximity to Jobs (select one)

- Application is not in the At-Risk or USDA Set-Aside; AND
- The Development is located within 1 mile of 16,500 jobs. (6 points)
- The Development is located within 1 mile of 13,500 jobs. (5 points)
- The Development is located within 1 mile of 10,500 jobs. (4 points)
- The Development is located within 1 mile of 7,500 jobs. (3 points)
- The Development is located within 1 mile of 4,500 jobs. (2 points)
- The Development is located within 1 mile of 2,000 jobs. (1 point)

### Application is seeking points for Proximity to Job Areas Total Points Claimed: 5

<table>
<thead>
<tr>
<th>Region: 4 Urban</th>
</tr>
</thead>
</table>

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

Region: 4 Urban

- Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)
- No points were claimed for Opportunity Index.
- Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
- The CRP Packet has been completed and is included behind Tab 10.

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

2/27/2020
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></td>
<td>10</td>
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</tbody>
</table>

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

- Application meets all of the following requirements: (5 points)
  - Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019.
  - Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.
  - Application includes acknowledgement from all lenders and the syndicator of the required closing date.
  - Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.
  - Application includes evidence that appropriate zoning will be in place at award.
  - Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2020.
  - Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
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</tbody>
</table>
2020 HTC
Full Application

Part 2 Tab 10

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

**Oppportunity Index (Competitive HTC and Direct Loan Only)**
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
  - NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
- 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)
- Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

**Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**
- For Colonias:
  - Evidence from Attorney General of Colonia boundaries; and
  - 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.

  - 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)
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
  - Map with all contiguous census tracts, if applicable
  - Evidence Development was placed in service 25 or more years ago
  - Evidence Development is still occupied. Submit any rent roll separate from the Application)
  - Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

**Proximity to Job Areas (Competitive HTC Only)**
- Proximity to Urban Core
  - Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.
OR

Proximity to Jobs

- 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)

n/a Concerted Revitalization Plan (Competitive HTC Only)

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

x 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.

n/a 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
Census tract 48423000900 has a median household income within the 3\textsuperscript{rd} quartile of the region with a poverty percentage of less than 20%. The census tract is contiguous to census tract 48423001200 in the 2\textsuperscript{nd} quartile with no physical barriers in between, and the Development Site is no more than 2 miles from the boundary.
## Opportunity Index Amenities

### Laurel Flats

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>IV</td>
<td>Stephenson Pharmacy</td>
<td>1000 S Fleishel Ave</td>
<td>Tyler</td>
<td>75701</td>
<td>0.40</td>
</tr>
<tr>
<td>V</td>
<td>Christus Mother Frances Hospital</td>
<td>800 E Dawson St</td>
<td>Tyler</td>
<td>75701</td>
<td>0.15</td>
</tr>
<tr>
<td>VI</td>
<td>Visions of Learning Child Care</td>
<td>315 E Front St</td>
<td>Tyler</td>
<td>75702</td>
<td>0.62</td>
</tr>
<tr>
<td>VIII</td>
<td>Tyler Public Library</td>
<td>201 S College Ave</td>
<td>Tyler</td>
<td>75702</td>
<td>0.90</td>
</tr>
<tr>
<td>IX</td>
<td>University of Texas- Tyler</td>
<td>3900 University Blvd</td>
<td>Tyler</td>
<td>75799</td>
<td>2.39</td>
</tr>
<tr>
<td>XI</td>
<td>Tyler Museum of Art</td>
<td>1300 S Mahon Ave</td>
<td>Tyler</td>
<td>75701</td>
<td>0.71</td>
</tr>
<tr>
<td>XII</td>
<td>Hillside Park</td>
<td>1111 E Erwin St</td>
<td>Tyler</td>
<td>75702</td>
<td>0.36</td>
</tr>
<tr>
<td>XIII</td>
<td>PATH</td>
<td>402 W Front St</td>
<td>Tyler</td>
<td>75702</td>
<td>0.84</td>
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<tr>
<td>XIV</td>
<td>Meals on Wheels</td>
<td>East Texas</td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>XV</td>
<td>Moore Magnet Middle School</td>
<td>B rating</td>
</tr>
</tbody>
</table>
Texas Pharmacy License # 25664

**License Information**

<table>
<thead>
<tr>
<th>License Status</th>
<th>Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>License #</td>
<td>25664</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>07/31/2021</td>
</tr>
<tr>
<td>Date License Issued</td>
<td>07/27/2007</td>
</tr>
</tbody>
</table>

**Address**

1000 SOUTH FLEISHEL AVE  
TYLER, TX  75701

**County** SMITH  
**Phone** (903) 593-0236

**Pharmacy Details**

**License Information**

<table>
<thead>
<tr>
<th>Prior Disciplinary Orders*</th>
<th>No</th>
</tr>
</thead>
</table>

* Information relating to disciplinary orders is current as of 30 days prior to this date. Please note that disciplinary orders entered more than 10 years ago are not available online. A written request for information regarding prior disciplinary orders may be submitted to the office of the Texas State Board of Pharmacy. Any disciplinary orders entered pursuant to Chapter 564 of the Texas Pharmacy Act are confidential and not subject to public disclosure.

<table>
<thead>
<tr>
<th>Class of Pharmacy</th>
<th>Community Sterile Compounding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Ownership</td>
<td>Individual</td>
</tr>
<tr>
<td>Type of Pharmacy</td>
<td>Community Independent</td>
</tr>
<tr>
<td># of Hospital beds</td>
<td>0</td>
</tr>
</tbody>
</table>

**Employment Information**

**Pharmacist in Charge**

HEALY, PATRICK JAMES

**Pharmacy Profile**

**Accessible to disabled persons?**  Yes

**Participates in the Texas Medicaid program?**  Yes

**Translating services (Listed Below If Available)**

- Spanish

* Please note: The data regarding accessibility, translating services, and insurance participation is self-reported by the license holder and no warranty regarding the information is created. Therefore, neither the State of Texas nor the licensing agency accept any legal liability or responsibility or may be held liable or responsible for the accuracy, completeness, timeliness, or usefulness of this information. Should you have any concern as to the accuracy of the data in this system, please contact the license holder or facility for clarification.

**Remedial Plans**

Remedial plans (if any) are shown above and subject to removal at the end of the 5th fiscal year after the Board enters the plan.

**Services Provided**

- No Nuclear
- No Out-Patient Prescriptions
- No Ship Prescription Out of State
- No Class D (Expanded Formulary)
- No Class D (Alternative Visit Schedule)
- Yes Compounding Sterile-Risk Level Low
- No Compounding Sterile-Risk Level Med
- Yes Compounding Sterile-Risk Level High
- Yes Compounding Non-Sterile
- No 24 Hour Service
- No Closed Door
- Yes Compounding, Office Use
- Yes Home Delivery
- No Infusion
- Yes Pharmacist Administered Immunizations
- Yes Veterinary Prescriptions
The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.
Emergency Medicine and Trauma

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

Our Approach

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

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

Chest Pain Center

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

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

The Rapid Assessment Program

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

Flight for Life

Flight For Life is a critical care air medical transport service that provides helicopter transportation for patients needing critical care service within a 350-mile radius from Tyler, Texas. We serve over 110,000 square miles of Northeast Texas, Western Louisiana, and Southern Oklahoma, and transport over 1,500 patients each year. When needed, local law enforcement also utilize our aid during search missions.

Learn More
Welcome to Visions Of Learning Child Care Center! We are so excited that you are a part of our excellent, anointed and spirit-filled Christian program. We are working on raising our standard of childcare by becoming accredited.

It is also a privilege for us to have the joy of providing the highest quality of learning. We believe the first steps to quality of education begins in the early stages of development. The information that is included in the policy manual has been written to better acquaint you with our policies, our philosophy, our goals, and our commitment to you and your families.

We offer:

- Educational Field Trips
- Computer Training
- Large Fenced Play Area
- Nutritious Meals
- After-School Pick-up
- CPR & First Aid Training
- Hands on Curriculum- Multi-Sensory Related

Use the Contact Form to the Right or Call Us Today and Schedule a Trial Day! (903) 533-0812

Location and Hours

315 E. Front St.
Tyler, TX. 75702
Phone: (903) 533-0812
Fax: (903) 526-4700

Hours:
Monday - Friday
6:30am - 6:00pm

Owner
Sheilia Stevenson - Mims

Director
Lashica Allen

Sign Up
- Enrollment Form

Contact Form

Name

Email *

Message *

Send

Blog Archive

- 2015 (2)
  - July (2)
    - "Homemade Bubbles"
  - "Five Ways To Save On Groceries"
- 2014 (2)
Child Care Search Result Details

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

Operation Number: 1148206
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Visions of Learning Child Care Center
Location Address: 315 E FRONT ST
TYLER, TX 75702
Mailing Address: 315 E FRONT ST
TYLER, TX 75702
Phone Number: 903-533-0812
County: SMITH
Website Address:
Email Address: svisions12@msn.com
Administrator/Director Name: Lashica Allen
Type of Issuance: Full Permit
Issuance Date: 6/23/2011
Permit Renewal Due By Date: 6/23/2021
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:30 AM-06:00 PM
Days of Operation: Monday - Friday
Total Capacity: 52
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 52
Number Of Admin Penalties: 1
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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


home is caring for too many children.

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

- In the last five years, Licensing conducted the following:
  
  - 19 - Inspections
  - 1 - Assessments
  - 0 - Self Reported Incidents
  - 5 - 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, 3582 standards were evaluated for compliance at this operation.

- Of the standards evaluated 42 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:

  - 12 were weighted as High
  - 15 were weighted as Medium - High
  - 14 were weighted as Medium
  - 1 was 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.
# Hours & Holidays

## Hours

<table>
<thead>
<tr>
<th>Day</th>
<th>Open</th>
<th>Close</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>10 a.m.</td>
<td>7 p.m.</td>
</tr>
<tr>
<td>Tuesday</td>
<td>10 a.m.</td>
<td>7 p.m.</td>
</tr>
<tr>
<td>Wednesday</td>
<td>10 a.m.</td>
<td>7 p.m.</td>
</tr>
<tr>
<td>Thursday</td>
<td>10 a.m.</td>
<td>7 p.m.</td>
</tr>
<tr>
<td>Friday</td>
<td>10 a.m.</td>
<td>6 p.m.</td>
</tr>
<tr>
<td>Saturday</td>
<td>10 a.m.</td>
<td>5 p.m.</td>
</tr>
<tr>
<td>Sunday</td>
<td>1 p.m.</td>
<td>5 p.m.</td>
</tr>
</tbody>
</table>

The computer lab & local history room close 15 minutes before the library.

## Holiday Closings

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Wednesday, January 1, 2020</td>
</tr>
<tr>
<td>Martin Luther King, Jr.</td>
<td>Monday, January 20, 2020</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Friday, April 10, 2020</td>
</tr>
<tr>
<td>Saturday before Easter</td>
<td>Saturday, April 11, 2020</td>
</tr>
<tr>
<td>Martin Luther King, Jr.</td>
<td>Monday, January 20, 2020</td>
</tr>
<tr>
<td>Easter</td>
<td>Sunday, April 12, 2020</td>
</tr>
<tr>
<td>Sunday preceding Memorial Day</td>
<td>Sunday, May 24, 2020</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday, May 25, 2020</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Saturday, July 4, 2020</td>
</tr>
<tr>
<td>Sunday preceding Labor Day</td>
<td>Sunday, September 6, 2020</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Monday, September 7, 2020</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thursday, November 26, 2020</td>
</tr>
<tr>
<td>Friday after Thanksgiving</td>
<td>Friday, November 27, 2020</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>Thursday, December 24, 2020</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Friday, December 25, 2020</td>
</tr>
</tbody>
</table>
Meeting Space Reservation

If interested in booking a meeting at the Tyler Public Library, please fill out the form below. This is not a guarantee that the meeting space will be granted. After form is submitted, you will be contacted by a library staff member to discuss the program. Please read our policies below to ensure our space is for you.

By completing this form, you hereby state that you understand all library policies governing use of the meeting rooms and accept the responsibility for any damage to property.

Meeting Space Policy

Meeting Space Reservation Request

* Start Date & Time

* End Date & Time

* Organization

* Representative Name

  First Name

  Last Name

* Address

  Street Number and Name

  City

  State Province/Region

  Postal ZIP Code

* Phone

  (____)____-____

* Email

* Program Title

  200 characters

Program Description

  500 characters

Preferred Meeting Space

  Taylor Auditorium

  Third-Floor Makerspace
Materials

Search the Catalog

Borrowing Materials

With your library card, you can check out the following materials. The second column is the number of that material that you can check out at once. You can have up to 50 items checked out at one time.
<table>
<thead>
<tr>
<th>Type of Material</th>
<th># of Materials</th>
<th>Checkout Length</th>
<th>Renewals</th>
<th>Additional Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Books</td>
<td>50</td>
<td>3 weeks</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>DVDs &amp; Blu-rays</td>
<td>6</td>
<td>1 week</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Audiobooks (CD)</td>
<td>6</td>
<td>3 weeks</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Language Kits</td>
<td>1</td>
<td>6 weeks</td>
<td>No</td>
<td>May be checked out again if brought in</td>
</tr>
<tr>
<td>American Girl Dolls</td>
<td>1</td>
<td>2 weeks</td>
<td>No</td>
<td>May be checked out again if brought in</td>
</tr>
<tr>
<td>Board Games</td>
<td>3</td>
<td>3 weeks</td>
<td>No</td>
<td>May be checked out again if brought in</td>
</tr>
<tr>
<td>E-readers/Kindles</td>
<td>1</td>
<td>2 weeks</td>
<td>No</td>
<td>May be checked out again if brought in</td>
</tr>
<tr>
<td>Tablets &amp; Hotspots</td>
<td>1</td>
<td>2 weeks</td>
<td>No</td>
<td>Must put device on hold before checkout</td>
</tr>
<tr>
<td>Music CDs</td>
<td>6</td>
<td>3 weeks</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Magazines</td>
<td>6</td>
<td>1 week</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>ELK/Literacy Kits</td>
<td>1</td>
<td>3 weeks</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>STEAM Kits</td>
<td>1</td>
<td>3 weeks</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Playaway</td>
<td>5</td>
<td>2 weeks</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Playaway View</td>
<td>5</td>
<td>2 weeks</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>OverDrive Titles</td>
<td>5</td>
<td>2 weeks</td>
<td>No</td>
<td>You can recheck titles after they expire</td>
</tr>
<tr>
<td>Seeds</td>
<td>10</td>
<td>Indefinite checkout</td>
<td>No</td>
<td>No more than one of each variety</td>
</tr>
</tbody>
</table>
Renewing Materials

You will be asked to enter your name, barcode, and password in order to log in to your account.

- Your barcode is the 14-digit number found on the back of your library card. Do not enter spaces or hyphens.
- Your PIN is the phrase changeme (unless you have already logged in and changed your PIN).

Please do not hesitate to contact us at (903)593-7323 if you have any difficulty logging in.

Once you have successfully logged in, click on your name in the upper right-hand corner of the screen, then "checkouts" at the left.

You will see a list of materials you have checked out and their due dates. There is a checkbox next to each title.

You may renew only selected items by checking the appropriate boxes to the left of the title, then click the Renew Marked button. You may renew all the items on the screen by clicking the Renew All option above the title list. **The software will not allow you to renew any items that are overdue, that have already been renewed twice, or that have been placed on hold by another patron.**

When you have clicked the Renew button, a dialog box will appear showing whether you were successful and the new due date.

Please note that you will NOT be able to renew materials if you have overdue items or unpaid bills. You will not be able to renew materials if another patron has placed a reserve on them.

You will not be able to log in to your account if it has expired. If you are unable to log in to your account, please feel free to contact us by phone - (903)593-7323 - or email, and we will be happy to assist you.
Computer Lab

Using the Computer Lab

The Tyler Public Library has 24 public access computers located on the third-floor.

City of Tyler residents can start using the computer lab with their library card. If you have a library card in good standing you can go ahead and sign on to a computer without assistance from the computer lab staff.

Anyone without a library card can use the computer lab for a $1 fee upon showing their drivers license as proof of identity to computer lab staff.

All computer sessions are an hour. Patrons can request an extension from computer lab staff past the hour if no other patrons are waiting.

If you are taking a test or taking an online class, please let computer lab staff know before getting on a computer so they can adjust your time accordingly.

Computers are all equipped with Microsoft Word, Excel, and PowerPoint.

Black and white prints are $0.25 a page to print. Color printing is not available. Scanning to USB and copies are available in the local history room or on the first-floor.

Need a little help?

The Tyler Public Library has trained staff that can help you with your computer needs.

We offer personal help with the following:

- Resume help
- Job application help
- Acquiring your first email address
- Filling out forms online
- Help with printing documents

If you have never applied for a job online or built a resume, our courteous and skilled staff are glad to help you.

Basic computer classes are available for registration online. These classes occur before the library opens.

Online Resources

The following are resources for learning how to use computers and computer programs and job resources. All other resources are listed on the resources master list.

Computer Skills Center
Video tutorials for computer basics, the Internet and operating systems; includes beginner-to-advanced level for popular and commonly used Microsoft and Adobe software applications.

**Digital Learn**

A free online resource featuring videos on basic computer uses, being safe online, job skills, being productive online, connecting with others, and more. This resource was made possible by the Public Library Association.

**GCFLearnFree**

This is a free online resource that offers tutorials about technology, work skills, job search, core skills, reading and math, and much more.

**Glassdoor**

A free online resource that allows users to search millions of jobs, find information about companies from reviews, get salary information, and more.

**Job and Career Accelerator**

A job search and career exploration resource with more than 1,100 occupations, sample resumes and cover letters, current job and internship postings, and guidance on preparing for and getting a job.

**Resume Builder**

A free online resource that helps build resumes and cover letters.

**TexasLawHelp**

TexasLawHelp is a website dedicated to providing free and reliable legal information to low-income Texans. It is a project of the Texas Legal Services Center, and is supported by the Texas Access to Justice Foundation, Texas Bar Foundation, Travis County Law Library, and Texas Legal Aid Organizations. It provides free legal information & court forms for simple civil legal problems.

**Universal Class**

A library provided resource that allows users to create an account and take classes. Continue your education online and gain CE credits that may be transferable to some colleges. Universal Class contains classes on topics from Accounting to Yoga.

**Computer Lab Hours**

The computer lab is open every day and closes 15 minutes before the library closes.

For questions or additional assistance, email us or call (903)593-7323.
Undergraduate Programs

Earn Your Bachelor’s Degree From a Renowned Texas University: Study at Dynamic, Student-Focused UT Tyler

Get an exceptional education and a strong start on your bright future at The University of Texas at Tyler. Choose from more than 40 undergraduate programs and learn with outstanding scholars and teachers who balance rigorous classroom learning with nurturing, one-on-one support. Our goal is to build your skills, talents and confidence for lifelong success.

A young campus, UT Tyler offers an unmatched place to learn and study, with the most modern buildings and state-of-the-art tools and technology throughout our labs and classrooms. Your education at UT Tyler offers private school quality at affordable public university prices. Your degree is valued throughout Texas and beyond. Many of our graduating seniors have job offers before graduation. One out of five UT Tyler graduates go on to graduate programs or professional schools.

- Be fully prepared for a competitive job market: UT Tyler graduates often outperform graduates from all other Texas universities on state licensing exams in education, engineering and nursing.
- Benefit from a range of student success programs, plus personalized attention and support from UT Tyler faculty and staff.
- Enjoy learning and living in the heart of a beautiful East Texas landscape. The UT Tyler campus is set along Lake Harvey and surrounded by pine forests and wooded trails.
- Take advantage of classes also available at UT Tyler’s facilities in Longview (/luc/), Palestine (/palestine/) and Houston (/engineering/houston-engineering-center/index.php), or choose online or hybrid format classes (/online/).

Arts and Sciences

- Applied Arts & Sciences BAAS (online) (/baas/)
- Art BA (/academics/undergraduate-majors/art-history-degree.php)
- Art BFA (/academics/undergraduate-majors/studio-arts-degree.php)
- Chemistry BS (ACS Certified) (/academics/undergraduate-majors/chemistry-degree.php)
- Criminal Justice BS (/academics/undergraduate-majors/criminal-justice-degree.php)
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- Economics BA/BS (/academics/undergraduate-majors/economics-degree.php)
- English BA (/academics/undergraduate-majors/english-degree.php)
- History BA/BS (/academics/undergraduate-majors/history-degree.php)
- Mass Communication BA/BS (/academics/undergraduate-majors/journalism-degree.php)
- Music BA (/academics/undergraduate-majors/music-ba-degree.php)
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- Political Science BA/BS (/academics/undergraduate-majors/political-science-degree.php)
- Spanish BA (/academics/undergraduate-majors/spanish-degree.php)
- Speech Communication BS/BA (/academics/undergraduate-majors/speech-communication-degree.php)
## Public Universities

Download the Excel Version

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<td>Brian J. May President</td>
<td>(325) 942-2073</td>
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<tr>
<td>Lamar University</td>
<td>Kenneth Evans President</td>
<td>(409) 880-7011</td>
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<td>Suzanne Shpley President</td>
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<td>Ruth J. Simmons President</td>
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<td>Sam Houston State University</td>
<td>Dana G. Hoyt President</td>
<td>(866) 294-1111</td>
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<tr>
<td>Stephen F. Austin State University</td>
<td>Steve Westbrook Interim President</td>
<td>(936) 488-2011</td>
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<td>William (Bill) Kibler President</td>
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<tr>
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<td>James Hurley President</td>
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<td>Pablo Arenaz President</td>
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<td>(979) 458-6000</td>
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<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Nigliazzo President</td>
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<td>Cynthia Teniente-Matson President</td>
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<td>(940) 898-3201</td>
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<td>University Station Austin, TX 78712</td>
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<td>4901 East University Odessa, TX 79762</td>
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<td>2700 Bay Area Boulevard Houston, TX 77058-1098</td>
<td>(281) 283-7600</td>
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<td>University of Houston-Downtown</td>
<td>One Main Street Houston, TX 77002</td>
<td>(713) 221-8000</td>
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<td>University of Houston-Victoria</td>
<td>3007 N. Ben Wilson Victoria, TX 77901-5731</td>
<td>(361) 570-4848</td>
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<td>University of North Texas</td>
<td>1155 Union Circle #311277 Denton, TX 76203</td>
<td>(940) 565-2000</td>
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<td>University of North Texas at Dallas</td>
<td>7300 University Hills Boulevard Dallas, TX 75241</td>
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<td>1901 Main Street Dallas, TX 75201</td>
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<td>UNT Dallas College of Law</td>
<td>1901 Main Street Dallas, TX 7501</td>
<td>(214) 752-3232</td>
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<td>West Texas A&amp;M University</td>
<td>2501 4th Avenue Canyon, TX 79016</td>
<td>(806) 651-2000</td>
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HOURS & DIRECTIONS

1300 South Mahon Avenue
Tyler, Texas 75701

Tuesday-Saturday: 10:00 a.m.-5:00 p.m.
Sunday: 1:00-5:00 p.m.
Monday: Closed
Closed most major holidays

General Admission: $5 for adults, $3 for seniors
(free for Museum members, students, children under 12, and employees of Tyler Junior College and the City of Tyler)
MISSION & VISION

Mission statement
The Tyler Museum of Art exists as an educational and cultural center to enrich the lives of East Texas citizens and visitors through the collection, preservation, study, exhibition, interpretation, and celebration of the visual arts.

Vision statement
The Tyler Museum of Art will be a destination for dynamic, culturally enriching experience in the visual arts.

© 2017 Tyler Museum of Art
Proudly Designed and Hosted By:

(https://etvsoftware.com)
No matter the weather or season, there will always be flowers, sunny skies and a rainbow at Hillside Park.

Those are a few of the images that were painted on panels of a 200-foot wall that runs alongside the recreation area.

A celebration of the park’s renovation and unveiling of the art wall took place Tuesday evening at an event titled ¡Bienvenidos al Nuevo Hillside Park!

Tuesday’s event featured a short ceremony, food trucks and live music by Brianna Artega, a Tyler native and former contestant on La Voz Kids. Some children at the event also had the chance to leave a colorful handprint on the art wall.

Maya Rinido, 11, of Tyler, is one of the 15 local artists whose work is on the wall. On the panel she was assigned, Rinido created a peaceful outdoor scene with a clear blue sky and a girl smiling on a bridge. Other works featured on the wall seem to be the ideal backdrops for photos and range from the playful to the abstract.

The city of Tyler and Keep Tyler Beautiful announced a public art opportunity for Hillside Park in January. The selected artists, chosen by the Keep Tyler Beautiful Board, began creating works on their designated art panels in early March and had until the end of the month to complete them.

The artists include: Cesar Cadena, Gracyn Campbell, Rebecca Danner, Luis Fuentes, Allison Harrell, Lisa Jacks, LeeAnna Jones, Dace Lucia Kidd, Maya Markei, Allison Matlock, Charles McKnight, Dawn

Children run through a banner to the playground
Hillside Park has undergone extensive renovation
bushes, playground equipment and an art wall

Sarah Miller
Melton, Daryll Phillips, Ranido and Zyla Smith.

In addition to the wall, the park also has new sidewalks, lights, bathrooms, tables, benches and a playground. Also featured is 27,000-pound concrete slide that is about 7 feet tall and 6 feet wide.

In an interview with the Tyler Morning Telegraph in October, Russ Jackson, the director of parks and recreation for the city of Tyler, said about $80,000 was spent on the slide, benches and tables. Much of the renovation of the park was funded through revenue from the city's half-percent sales tax, also called the half-cent sales tax.

The cost of renovations and Tuesday's event were also made possible through sponsorships from Tyler Parks and Recreation, Keep Tyler Beautiful, Hiland Dairy Foods of Tyler and Brookshire Grocery Co., and private donations.

District 4 City Councilman Don Warren, who represents the district where the park is located, said many of the park’s features—including the concrete benches and the concrete slide that can accommodate five children at a time — were requests from those who lived in the neighborhood.

During Tuesday's event, he asked attendees to reflect on the beauty of the new park.

"On one of the panels there is a quote from Vincent Van Gogh and it says 'I dream my painting and I paint my dream,'” Warren said. “That's really what the whole wall is about — it's all these artists' dreams.

"Each panel has a story," he added.

Milo Perry, 54, of Tyler, has lived in the neighborhood near the park for most of his life and said he was
Augusta Robinson was very pleased with the renovation.

“It’s a big improvement,” he said. “They’ve done a marvelous job. I hope the kids will all come out and get to enjoy this … It’s beautiful.”

TWITTER:@TMT_Augusta

Augusta Robinson
GET HELP

Food Pantry

PATH operates the largest choice food pantry in our area. We offer a wide variety of healthy pantry items including fresh produce, dairy, meat, and bread. We are able to assist families and individuals once every 30 days. We ask that you show proof of residency and bring an ID for any other adults in your household. This is a walk-in service available between 8am and 6pm Monday-Thursday in our main building at 402 W. Front Street in downtown Tyler.

Dental

The first Wednesday of each month, PATH operates a Dental Line that you can call if you need basic dental work. Our case manager will screen all calls to ensure that we are able to make an appropriate appointment with one of our partner dentists. After the phone screening, you will come to PATH where our case worker will call to schedule a dentist appointment. PATH partners with Tyler area dentists to provide basic dental services like extractions. If you are uninsured and have low income, please call 903-617-2827 at 9am on the first Wednesday of each month to visit with Carol about your dental needs. This
Prescription Assistance

PATH has two programs that offer Prescription assistance. Our Emergency RX Program allows us to pay 50.00 in prescription assistance for low income, uninsured persons. Please bring your original prescription or bottle to be refilled, ID, and provide income verification. Our income limits match the SNAP eligibility guidelines. This is a walk-in service. Our Long-Term Prescription Assistance Program allows PATH to work with your doctor and the pharmaceutical company to enroll you in the free prescription program offered by each pharmaceutical company. Not all medications are available through one of these programs; most that are included are brand name drugs that you take for an ongoing, long-term condition. We can call to find out if yours is on the list. This is a walk-in, income based service available between 8 a.m. and 6 p.m. Monday -Thursday in our main building at 402 W. Front Street in downtown Tyler. Please visit with Carol to learn more. Carol_king@pathhelps.org 903-617-2809.
Vision

PATH has partnered with The Lighthouse, Dr. Gene Bennett and Eyemart Express to provide vision assistance for our East Texas neighbors. We can help with an eye exam and glasses one time each year for uninsured, low-income persons. This is a walk-in service as funding allows. Please bring your ID and provide income verification. Please call Carol for more information, or to ensure that we still have funds remaining for the current month. This is a walk-in service available between 8 a.m. and 6 p.m. Monday - Thursday in our main building at 402 W. Front Street in downtown Tyler. Carol_King@pathhelps.org 903-617-2806

Kid Reach/Mentoring

PATH’s mentoring program pairs children ages 6-17 with an adult who partners with the child’s parent to help at-risk children overcome challenges they may face on a daily basis. Mentors supply needed support and structure for the children by sharing new ideas, new activities and as a result the mentees gain important new life experiences and tools for success. Do you have a child that you’d like to see paired with a mentor? Please call or email Mark to get more information.
Mark_richardson@pathhelps.org – 903-617-2821.
Rent & Mortgage Assistance

PATH helps with rent for families and individuals that are facing homelessness because they have been issued an eviction notice. As funding allows, we can help with one month of rent every 2 years. Rent assistance appointments are scheduled by phone. Each situation is different and our funding is aimed at those who, under normal circumstances, are able to pay rent on their own. You must have had an unexpected situation occur that caused you to not be able to pay your rent but have confidence and a plan to pay it on your own next month. You have to bring your eviction notice, income documentation, and ID when you meet with a case worker. This service is available by appointment, as funding allows, between 8 a.m. and 6 p.m. Monday -Thursday in our main building at 402 W. Front Street in downtown Tyler. Please call Araceli to see if we may be able to help you. Araceli_flores@pathhelps.org 903-617-2806
Utility Assistance

PATH's utility assistance is provided to families/individuals no more than once every 12 months who have a past due bill that is subject to disconnection. You must be a user on the account and bring your most current bill with you to PATH. This is a walk-in service, as funding allows, that is available between 8 am and 6 pm Monday-Thursday in our main building at 402 W. Front Street in downtown Tyler. Please give Araceli a call with any questions. Araceli_flores@pathhelps.org 903-617-2806

PATH Community Homes

Our PATH Community Homes are at the foundation of our housing programs. We provide decent, safe, affordable rental housing for low to moderate-income families/individuals throughout the Tyler area. PATH owns 52 rental homes that are only available to low-moderate income applicants whose income is less than 80 percent of median income. Benefits of the program include the provision of a stable home environment that is safe and affordable. With this comes improved physical and emotional well-being and a sense of stability.

Transitional Housing Program

PATH's Transitional Housing Program provides strength-based case management for a period of 24 months to those desiring more in-depth guidance and support as they work toward enhancing the quality of their lives. As tenants in our affordable rent homes, families can work with PATH's case manager to address the multiple factors affecting low-income families that keep them in poverty, place them at risk of homelessness in need of crisis assistance and limit children's potential to live in a stable environment. The program benefits include a family's understanding of their strengths and needs, the establishment of
an action plan, achieving identified goals, a savings-match program, and ultimately exit to permanent, stable housing.

Once an assessment has been completed, a family action plan is drafted and goals are established to begin the family development process. The Transitional Housing Case Manager provides guidance, instruction, and support and refers the family to other PATH programs or external organizations as necessary to provide for continuing growth of each family member. Weekly visits ensure that the family stays motivated and committed to making a long-term positive change. All families in PATH’s Transitional Housing program are required to meet regularly with their case manager.

These properties and our Transitional Housing Program are exclusive to PATH and we have a waiting list that prioritizes vulnerability based on where you currently live. Please call or email Nikki to set up an appointment if you would like to get on our waiting list. Nikki_Pennington@pathhelps.org 903-617-2826

Community Partners

If you need additional services, please take a look at our partners working in the community.

903 Help 903help.org
The East Texas Crisis Center https://etcc.org/
Hwy 80 Rescue Mission http://www.hiway80rm.org/Tyler
The Salvation Army http://www.salvationarmytexas.org/tyler/
Bethesda Health Clinic https://www.bethesdclinic.org/
Goodwill Industries of ETX http://goodwileasttexas.com/
The Lighthouse http://www.tylerlighthouse.org/
Samaritan Counseling Center of East Texas https://www.sccet.org/
Andrews Center http://www.andrewscenter.com/
St. Paul's Children's Foundation https://www.stpaulchildren.org/
East Texas Food Bank https://www.easttexasfoodbank.org
East Texas Human Needs Network http://www.ethnn.org/
United Way https://uwsmithcounty.org/
Habitat for Humanity http://smithcountyhabitat.org/
Since 1973, Meals on Wheels – East Texas has been a ministry serving a daily meal to over 3,000 frail, home-bound senior citizens and disabled persons; covering six counties in East Texas. These meals are prepared fresh at our central kitchen in Tyler, TX. Meals are then delivered by compassionate volunteers to eligible persons who cannot provide meals for themselves. Often this is the only meal a client will have each day.

Meals on Wheels is the most well-known community-based network working on seniors and community members with disabilities isolation and hunger in the country. Every year, Meals on Wheels saves millions in taxpayer dollars by keeping seniors out of hospitals and nursing homes. When you support us here in East Texas, you’re taking a stand for your local community and getting involved with a national movement that helps millions of seniors and community members with disabilities throughout this country. Here in East Texas, we’re one of more than 5,000 programs in virtually every community across the U.S. Collectively Meals on Wheels delivers a million healthy meals each day. We work together to keep seniors and community members with disabilities living independently at home and feeling more vital and connected.
Oops! Something went wrong.

This page didn't load Google Maps correctly. See the JavaScript console for technical details.
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

MOORE MST MAGNET SCHOOL (212905045) - TYLER ISD

### Accountability Rating Summary

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### Identification of Schools for Improvement

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

### Distinction Designations

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

Part 2 Tab 10

Supporting Documents:
Underserved Area
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 48423000900. 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
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

Job Density [Jobs/Sq. Mile]
- 5 - 902
- 903 - 3,596
- 3,597 - 8,085
- 8,086 - 14,369
- 14,370 - 22,450

Job Count [Jobs/Census Block]
- 1 - 7
- 8 - 111
- 112 - 561
- 562 - 1,772
- 1,773 - 4,327

Selection Areas
- Analysis Selection
Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

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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.
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

Job Density [Jobs/Sq. Mile]
- 5 - 902
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</thead>
<tbody>
<tr>
<td>16,210</td>
<td>100.0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>Count</td>
<td>Share</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Total Primary Jobs</td>
<td>16,210</td>
<td>100.0</td>
</tr>
</tbody>
</table>
### Analysis Settings

<table>
<thead>
<tr>
<th>Analysis Type</th>
<th>Area Profile</th>
</tr>
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<tbody>
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<td>2017</td>
</tr>
<tr>
<td>Job Type</td>
<td>Primary Jobs</td>
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<td>Labor Market Segment</td>
<td>All Workers</td>
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<td>Selection Area</td>
<td>Selection Area Freehand Drawing buffered 1.00 miles</td>
</tr>
<tr>
<td>Selected Census Blocks</td>
<td>386</td>
</tr>
<tr>
<td>Analysis Generation Date</td>
<td>02/03/2020 09:02 - OnTheMap 6.6</td>
</tr>
<tr>
<td>Code Revision</td>
<td>d7f8a300c9f4e58f61bc73d3099ca2cb8f8f8ea</td>
</tr>
<tr>
<td>LODES Data Version</td>
<td>20170818</td>
</tr>
</tbody>
</table>

### 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

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, GREG ABBOTT, Governor of the State of Texas, certified on January 3, 2020, that exceptional drought conditions posed a threat of imminent disaster in Bandera, Bell, Blanco, Burnet, Karnes, Kendall, Kinney, Llano, Maverick, McCulloch, Medina, Real, Uvalde, Val Verde, Williamson, Zapata, and Zavala counties. I hereby certify that exceptional drought conditions continue to pose a threat of imminent disaster in Bell, Blanco, Burnet, Karnes, Kinney, Llano, Maverick, Real, Uvalde, Val Verde, Williamson, Zapata, and Zavala counties, and that the conditions also now threaten Anderson, Burleson, Cherokee, Dimmit, Freestone, Henderson, Jackson, Navarro, and Smith counties.

WHEREAS, significantly low rainfall and prolonged dry conditions continue to increase the threat of wildfire across these portions of the state; and

WHEREAS, these drought conditions pose an imminent threat to public health, property, and the economy;

THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby declare a state of disaster in Anderson, Bell, Blanco, Burleson, Burnet, Cherokee, Dimmit, Freestone, Henderson, Jackson, Karnes, Kinney, Llano, Maverick, Navarro, Real, Smith, Uvalde, Val Verde, Williamson, Zapata, and Zavala counties based on the existence of such threat.

Pursuant to Section 418.017 of the code, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016 of the code, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency’s emergency response that is necessary to protect life or property threatened by this declared disaster, I hereby authorize the suspension of such statutes and rules for the duration of this declared disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 31st day of January, 2020.

GREG ABBOTT
Governor
2020 HTC
Full Application

Part 2 Tab 10

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>
</tr>
</thead>
<tbody>
<tr>
<td>3.249</td>
<td>3.249</td>
<td>3.249</td>
<td>3.249</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: **NA for rehab**  
Feasibility Report Engineer’s Plan: **NA for rehab**

(*) 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:

[NA]

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>Roosth Interests 850 LLC</td>
<td>Steven C. Roosth</td>
</tr>
<tr>
<td>P.O. Box 8300</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tyler</td>
<td>TX</td>
<td>75711</td>
<td>4/7/2014</td>
<td></td>
</tr>
</tbody>
</table>

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

If "Yes," please explain:

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

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>same owner for past 36 months</td>
<td></td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
- [ ] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [x] The Property has the following encumbrance(s):

Expiration of Contract or Option: **8/31/2020**  
Anticipated Closing Date: **8/31/2020**

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:

[2/27/2020]
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)

X ☐ 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: ________________
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documentation for Site Information Form Part III
Support Documentation from Site Information Part III Should be Included Behind this Tab.

### Site Control Documentation

- **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).
  - **X** 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

- **X** 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.
- **X** Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at: [https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx](https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx)
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
  Site Control
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the 26th day of February, 2020 (the “Effective Date”), by and between SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (“Saigebrook”) and LAUREL FLATS, LLC, a Texas limited liability company (“Laurel Flats”).

RECITALS:

A. Roosth Interests 850 LLC (“Roosth”), as Seller, and Saigebrook, as Buyer, entered into that certain Commercial Contract – Improved Property dated November 19, 2019 (the “Contract”), as modified and supplemented by that certain Special Provisions Addendum to Commercial Contract – Improved Property of even date therewith (the “Addendum”) as further amended by that certain First Amendment to Commercial Contract – Unimproved Property dated December 24, 2019 (the “Amendment”; together with the Contract and the Addendum, the “Roosth Agreement”), true, complete and correct copies of which are attached hereto as Exhibit A, pertaining to the purchase and sale of certain real property located in Smith County, Texas, more particularly described in the Agreement (the “Property”); and

B. Laurel Flats desires to acquire the Property from Saigebrook, immediately upon Saigebrook’s acquiring the Property from Roosth.

C. Saigebrook desires to convey the Property to Laurel Flats, provided that Laurel Flats observes, fulfills and carries out on Saigebrook’s behalf, all of Saigebrook’s obligations under the Roosth Agreement, as further described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Laurel Flats and Saigebrook hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Roosth Agreement.

2. Terms and Conditions of Purchase and Sale. Laurel Flats agrees to purchase the Property from Saigebrook on the same terms and conditions as set forth in the Roosth Agreement, except as expressly modified hereunder.


   (a) Amount/Installments. The total purchase price (the “Purchase Price”) for the Property is Three Million Nine Hundred Thousand and No/100 Dollars ($3,900,000.00), which shall be payable to Saigebrook in three installments as follows:

      (i) Laurel Flats shall pay to Saigebrook an amount equal to $50,000.00 (the “First Installment”) within two (2) days after Laurel Flats’ receipt of a Commitment Notice (or similar disposition) from TDHCA in connection with Laurel Flats’ application for Tax Credits;
(ii) Laurel Flats shall pay to Saigebrook an amount equal $100,000.00 (the “Second Installment”) on the earlier of (x) July 31, 2021, or (y) the date of Closing; and

(iii) Laurel Flats shall pay to Saigebrook $3,750,000.00 (the “Third Installment”) at Closing, subject to adjustment and prorations as provided herein and/or pursuant to the Roosth Agreement.

(b) Payment. Each of the installments set forth in Section 3(a)(i), (ii) and (iii) above shall be paid by Laurel Flats via wire transfer (in accordance with the wiring instructions attached hereto as Exhibit B) in immediately available funds, via the federal bank wire transfer system, no later than 2:00 P.M. C.S.T. on the respective dates set forth above. Notwithstanding anything to the contrary contained in this Section 3 or otherwise anything to the contrary in the Roosth Agreement, the First Installment and the Second Installment shall be non-refundable to Laurel Flats upon payment of same to Saigebrook, except if Closing under the Roosth Agreement does not occur: (i) solely as a result of a default by Saigebrook thereunder and there then being no default by Laurel Flats under this Agreement, or (ii) as a result of an event a default by Roosth under the Roosth Agreement.

4. Escrow Deposit/Extension Payments.

(a) Initial Deposit. Within two (2) days following the Effective Date of this Agreement, Laurel Flats shall pay to Saigebrook an amount equal to $25,000 (the “Initial Deposit Replacement Payment”). At Closing, Laurel Flats shall receive a credit towards the Third Installment in an amount equal to the Initial Deposit Replacement Payment.

(b) Second Deposit. Laurel Flats acknowledges that an additional deposit in the amount of $50,000 (the “Second Deposit”; together with the Initial Deposit, the “Escrow Deposit”) is due under the Roosth Agreement on or before March 20, 2020, and Laurel Flats: (i) agrees to pay to Saigebrook the Second Deposit on or before 2:00 C.S.T on March 18, 2020, and (ii) authorizes Saigebrook to immediately transfer the Second Deposit into escrow with the Escrow Agent. Laurel Flats shall not receive a credit against the First Installment or the Second Installment by virtue of paying the Initial Deposit Replacement Payment or the Second Deposit, however, the Escrow Deposit shall be credited towards the Purchase Price at Closing. Laurel Flats’ failure to timely pay the Initial Deposit Replacement Payment and/or Second Deposit shall be deemed and immediate and material breach of this Agreement.

(c) Extension Payments. Laurel Flats acknowledges that under the Roosth Agreement, Saigebrook has the right to extend the Closing Date (but no later than December 31, 2020) by exercising up to four (4) consecutive one-month Closing extensions (each, a “Closing Extension”). If Laurel Flats elects to exercise a Closing Extension, it shall: (i) notify Saigebrook of its election at least five (5) days before the previously-scheduled Closing Date, and (ii) pay an extension fee in the amount of Ten Thousand and No/100 Dollars (each, an “Extension Payment”) to Saigebrook no later than the previously-scheduled Closing Date, and Saigebrook shall be authorized to immediately transfer such Extension Payment into escrow with Escrow Agent. Laurel Flats acknowledges that it shall not receive a credit towards the First Installment, Second Installment or Third Installment by virtue of its payment of any Extension Payment.
(d) **Refund of Escrow Deposit/Extension Payments.** Laurel Flats acknowledges and agrees that the Escrow Deposit and Extension Payments shall be non-refundable to Laurel Flats in all cases, unless: (i) Laurel Flats delivers written notice to Saigebrook of its election to terminate this Agreement and least two (2) days prior to the end of the Feasibility Period, or (ii) Saigebrook is otherwise entitled to a refund of the Escrow Deposit or Extension Payments under the Roosth Agreement as a result of a Seller Default by Roosth pursuant to Section 8 of the Addendum. If this Agreement is terminated in accordance with this Section 4(d), Saigebrook shall promptly return to Laurel Flats the Initial Deposit Replacement Payment, and to the extent Saigebrook receives from Escrow Agent or Roosth a return of the Second Deposit and or any Extension Payments, Saigebrook shall promptly deliver same to Laurel Flats. For the avoidance of doubt, Saigebrook shall not be obligated to return, reimburse or pay to Laurel Flats any amounts (with the exception of the Initial Deposit Replacement Payment) in connection with termination of the Roosth Agreement pursuant to this Section 4(d), unless and until Saigebrook receives any such reimbursements or payments of any such amounts pursuant to the terms and conditions of the Roosth Agreement.

5. **Out of Pocket Costs.** Within two (2) days after the Effective Date of this Agreement, and in addition to the Initial Deposit Replacement Payment, Laurel Flats shall pay to Saigebrook a non-refundable amount (not to exceed $15,000.00) as a reimbursement to Saigebrook for the out-of-pocket costs and expenses Saigebrook has incurred in connection with the Roosth Agreement and the transactions contemplated herein, through the Effective Date of this Agreement.

6. **Default.** If Laurel Flats defaults in the performance of its obligations under this Agreement, then: (i) if such default occurs after to the expiration of the Feasibility Period, Laurel Flats agrees that (x) the Escrow Deposit and the Extension Payments (the extent paid) shall be released to Roosth pursuant to the Roosth Agreement, and (y) the First Installment and the Second Installment shall immediately be released or paid to Saigebrook, or (ii) if such default occurs prior to the expiration of the Feasibility Period, then Saigebrook shall be entitled to terminate this Agreement by written notice (e-mail being sufficient) to Laurel Flats and the Escrow Agent, and the Escrow Deposit, the First Installment and the Second Installment (to the extent paid) shall be paid to Saigebrook as liquidated damages. Laurel Flats and Saigebrook hereby agree that upon such termination pursuant to this Section 6(ii), Saigebrook shall be released from its obligations hereunder and the Escrow Deposit, First Installment and Second Installment (to the extent paid) shall represent liquidated damages payable to Saigebrook in such event as a fair and reasonable sum to compensate Saigebrook for the losses Saigebrook will sustain as a result of such default by Laurel Flats, which losses are difficult to ascertain as of the Effective Date of this Agreement.

7. **Termination Upon Assignment of the Roosth Agreement.** Laurel Flats acknowledges and agrees that Saigebrook may seek to obtain Roosth’s consent to assign the Roosth Agreement to Laurel Flats, whereby Laurel Flats will assume all of Saigebrook’s rights, remedies, obligations, responsibilities and liabilities thereunder. In the event Saigebrook obtains such consent, Laurel Flats hereby agrees that: (i) Laurel Flats shall promptly execute such assignment in substantially the same form and substance as the form assignment attached hereto as Exhibit C; and (ii) immediately upon execution of such assignment by Saigebrook and Laurel Flats: (x) Laurel Flats shall pay to Saigebrook the First Installment and Second Installment as an
assignment fee ("Assignment Fee"), and (y) upon Saigebrook’s receipt of the Assignment Fee, this Agreement will automatically terminate without any further action required on behalf of either party.

8. **Due Diligence.**

(a) Laurel Flats shall be entitled to review the title commitment of the Property issued by the Title Company to Saigebrook in connection with the Roosth Agreement (the “Title Report”) and the survey of the Property obtained by Saigebrook in connection with the Roosth Agreement (the “Survey”, together with the Title Report, the “Title Documents”). Within five (5) days after the Effective Date of this Agreement, Saigebrook shall deliver the Title Documents to Laurel Flats along with any other documents, reports and materials related to the Property which are in Saigebrook’s possession (collectively, the “Due Diligence Materials”).

(b) Saigebrook shall use commercially reasonable efforts to obtain Roosth’s consent for Laurel Flats and Laurel Flats’ engineers, architects, employees, agents and representatives (“Laurel Flats’ Agents”) to access the Property. Such access shall be solely for the purposes of inspecting the physical condition of the Property and conducting geotechnical, surveying (topographical, TLSA and tree) or environmental inspections of the Property.

(i) If Saigebrook is unable to obtain Roosth’s consent for inspection and testing by Laurel Flats and Laurel Flats’ Agents, Saigebrook shall not be deemed to be in default under this Agreement, but Saigebrook shall thereafter promptly engage consultants requested by Laurel Flats, to conduct any inspection, testing and studies required by Laurel Flats (at Laurel Flats’ sole cost and expense), subject to Roosth’s consent if required under the Roosth Agreement.

(ii) To the extent Laurel Flats and Laurel Flats’ Agents are granted access to the Property by Roosth, Laurel Flats agrees that all inspections shall be conducted at Laurel Flats’ sole cost and expense and in strict accordance with all requirements of applicable law. Laurel Flats shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property to substantially its pre-existing condition which results from any inspections conducted by or on behalf of Laurel Flats, which obligation shall survive termination of this Agreement.

(iii) **LAUREL FLATS AGREES (WHICH AGREEMENT SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT) TO INDEMNIFY, DEFEND AND HOLD SAIGEBROOK AND ITS RESPECTIVE MEMBERS, PRINCIPALS, AGENTS, REPRESENTATIVES, ATTORNEYS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, LIABILITIES, CHARGES, COSTS, AND/OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS, INCLUDING THOSE INCURRED IN ANY DISPUTE RESOLUTION OR APPELLATE PROCEEDINGS) ON ACCOUNT OF ANY ACT, OMISSION OR NEGLIGENCE BY LAUREL FLATS OR ITS CONTRACTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES IN CONNECTION WITH LAUREL FLATS’**
INSPECTIONS UNDER SECTION 8(B)(I) AND (II) ABOVE. THIS SECTION 8(B)(III) SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT.


Laurel Flats hereby represents and warrants to Saigebrook as follows:

(i) All documents executed by Laurel Flats which are to be delivered to Saigebrook at Closing are or at the Closing will be duly authorized, executed, and delivered by Laurel Flats, and are (or at the Closing will be) legal, valid, and binding obligations of Laurel Flats, and do not (and at the Closing will not) violate any provisions of any agreement to which Laurel Flats is a party or to which it is subject.

(ii) Laurel Flats is a sophisticated investor with substantial experience in investing in assets of the same type as the Property and has such knowledge and experience in financial and business matters that Laurel Flats is capable of evaluating the merits and risks of an investment in the Property.

(iii) Laurel Flats is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other list (the “Lists”), and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Laurel Flats constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person.

(iv) Laurel Flats has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties in this Section 9 remain true and correct at all times. Laurel Flats also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in Laurel Flats is or shall be listed on any of the Lists or is or shall be an Embargoed Person.

10. Covenants.

Saigebrook hereby covenants and agrees that it shall perform and observe the following with respect to the Property and the Roosth Agreement:

(i) Saigebrook shall not modify or amend the Roosth Agreement or, with the exception of this Agreement, make any agreement attaching, assigning or conveying an interest in the rights under any part of the Roosth Agreement, without first obtaining Laurel Flats’ prior written consent, which consent by Laurel Flats shall not be unreasonably withheld, conditioned or delayed.

(ii) Saigebrook shall use commercially reasonable efforts to enforce its rights under the Roosth Agreement to have Roosth timely perform and observe all of the duties, obligations, terms, covenants and conditions of Roosth on its part to be performed or observed under the Roosth Agreement.
(iii) Between the Effective Date of this Agreement and the Closing Date, Saigebrook shall deliver to Laurel Flats all written notices, communications, demands or requests received by Saigebrook with respect to the Roosth Agreement or the Property, promptly after receipt.

11. Condemnation. This Agreement shall be subject to the rights of Roosth and Saigebrook under Section 16 of the Contract as to any condemnation of all or any portion of the Property, and any termination of the Roosth Agreement permitted under Section 16 of the Contract, shall automatically operate to terminate this Agreement (and such termination shall not be deemed a default by Saigebrook under this Agreement). In the event of a termination of the Contract pursuant to Section 16 thereunder, the Escrow Deposit, First Installment and Second Installment (to the extent paid) shall be returned to Laurel Flats (as Laurel Flats’ sole and exclusive remedy) and neither party shall have any further obligations or rights hereunder except for those that expressly survive termination of this Agreement. Saigebrook and Laurel Flats each hereby waive the Uniform Vendor and Purchaser Risk Act, Texas Property Code, Section 5.007.

12. Miscellaneous.

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and service is made either by (i) personal delivery, in which case the service shall be deemed received the date of such personal delivery, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service, or (iii) e-mail, and to the following street or e-mail address (or such other address as either party may from time to time specify in writing to the other):

If to Saigebrook:
220 Adams Drive, Suite 180 # 138
Weatherford, Texas 76086
Attention: Lisa Stephens
E-mail: Lisa@saigebrook.com

If to Laurel Flats:
5501-A Balcones Drive, Suite 302
Austin, Texas 78731
Attention: Megan Lasch
E-mail: megan@o-sda.com

(b) Brokers and Finders. Each party represents and warrants that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker, entity, agent, commission salesperson, or other person who will claim a right to compensation or a commission or finder’s fee as a procuring cause of the sale contemplated herein. IN THE EVENT OF A CLAIM FOR A BROKER’S OR FINDER’S FEE OR COMMISSIONS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT,
SAIGEBROOK SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LAUREL FLATS FROM THE SAME IF IT SHALL BE BASED UPON ANY STATEMENT OR AGREEMENT ALLEGED TO HAVE BEEN MADE BY SAIGEBROOK, AND LAUREL FLATS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SAIGEBROOK FROM THE SAME IF IT SHALL BE BASED UPON ANY STATEMENT OR AGREEMENT ALLEGED TO HAVE BEEN MADE BY LAUREL FLATS. No commission shall be paid or become payable unless the Closing under this Agreement actually occurs. The provisions of this Section 12(b) shall survive Closing and any earlier termination, cancellation or rescission of this Agreement.

(c) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns, and may not be assigned by Laurel Flats without Saigebrook’s prior written consent.

(d) Amendments and Terminations. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Saigebrook and Laurel Flats.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law rules.

(f) Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof

(g) Enforcement. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys’ fees. Laurel Flats and Saigebrook both acknowledge each has been advised by counsel as to their respective rights, duties and obligations in this Agreement and have had ample opportunity to negotiate same. Thus, both Laurel Flats and Saigebrook acknowledge that any ambiguity in this Agreement should not necessarily be resolved against the drafter of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one Agreement.

(j) No Recordation. Neither Saigebrook nor Laurel Flats shall record this Agreement or memorandum thereof in or among the land or chattel records of any jurisdiction.

(k) Proper Execution. The submission by Saigebrook to Laurel Flats of this Agreement in unsigned form shall have no binding force and effect, shall not constitute an option, and shall not confer any rights upon Saigebrook or Laurel Flats or impose any obligations on Saigebrook or Laurel Flats irrespective of any reliance thereon, change of position or partial performance until Saigebrook and Laurel Flats shall have executed this
Agreement and the Initial Deposit Replacement Payment shall have been received by Saigebrook.

(l) Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. Unless expressly indicated otherwise, (a) all references to time shall be deemed to refer to Central time, and (b) all time periods shall expire at 5:00 p.m. Central time.

(m) Incorporation of Recitals and Exhibits. All recitals set forth in this Agreement and exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement.

(n) WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

(o) No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and, subject to any restrictions on assignment contained herein, their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

(Signatures appear on the following page)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Saigebrook:

SAIGEBROOK DEVELOPMENT, LLC,
a Florida limited liability company

By: [Signature]

Lisa Stephens, President
Laurel Flats:

LAUREL FLATS, LLC, a Texas limited liability company

By: OPG LF Managers, LLC, a Texas limited liability company

By: ____________________________
Name: Patrick L. Beatty
Title: Managing Member
EXHIBIT A

ROOSTH AGREEMENT
EXHIBIT C

(Assignment of Roosth Agreement)

ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT – IMPROVED PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT – IMPROVED PROPERTY (this “Assignment”) is made as of the 26th day of February, 2020 (the “Assignment Date”), by and between SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, herein referred to as “Assignor,” and LAUREL FLATS, LLC, a Texas limited liability company, herein referred to as “Assignee.”

WITNESSETH:

WHEREAS, Roosth Interests 850 LLC (“Roosth”), as Seller, and Saigebrook, as Buyer, entered into that certain Commercial Contract – Improved Property dated November 19, 2019 (the “Contract”), as modified and supplemented by that certain Special Provisions Addendum to Commercial Contract – Improved Property of even date therewith (the “Addendum”) as further amended by that certain First Amendment to Commercial Contract – Unimproved Property dated December 24, 2019 (the “Amendment”; together with the Contract and the Addendum, the “Roosth Agreement”)

NOW, THEREFORE, in consideration of the Property and other good and valuable consideration in hand paid to Saigebrook, the receipt and sufficiency of which is hereby acknowledged, Saigebrook does hereby grant, convey, transfer and assign to Laurel Flats, its successors and assigns, all of Saigebrook’s interest in the Agreement. Laurel Flats hereby assumes any and all obligations of Saigebrook under the Contract and agrees to perform all of the terms, covenants, and conditions of the Agreement on part of Saigebrook required therein to be performed subject to the terms and conditions of that certain Purchase and Sale Agreement dated February ___, 2020 executed by and between Saigebrook and Laurel Flats, LLC, a Texas limited liability company.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one agreement.

(Signatures appear on the following page)
EXECUTED by the parties hereto on the day and date first above written.

Assignor:

SAIGEBROOK DEVELOPMENT, LLC,
a Texas limited liability company

By: ________________________________
    Lisa Stephens, President

Assignee:

LAUREL FLATS, LLC, a Texas limited liability company

By: OPG LF Managers, LLC, a Texas limited liability company

By: ________________________________
    Name: Patrick L. Beatty
    Title: Managing Member
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Roost Interests 850 LLC
Address: P.O. Box 3300, Tyler, TX 75711
Phone: (903) 593-8333
Fax: Other: jimhedrick@potterminton.com
E-mail: stever@roost.net

Buyer: Saigebrook Development LLC
Address: 5501-A Balcones Dr. #302, Austin, TX
Phone: (512) 383-5470
Fax: Other: lisa@saigebrook.com
E-mail: megan@o-sda.com

2. PROPERTY:
A. "Property" means that real property situated in Smith County, Texas at 1208 East Houston, Tyler, TX 75701 and that is legally described on the attached Exhibit A or as follows:
Lot 9, NCB 244; Hunt-Wells Addition. Being 3.249 acres of land and improvements thereon.
B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in any third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:
Any personal property not included in the sale must be removed by Seller prior to closing.
(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:
A. Cash portion payable by Buyer at closing $3,750,000.00
B. Sum of all financing described in Paragraph 4 $3,750,000.00
C. Sales price (sum of 3A and 3B) $3,750,000.00
4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $_______________. This contract:

☐ (1) is contingent upon Buyer obtaining third party financing;

☐ (2) is not contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931);

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

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

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $25,000.00 as earnest money with Central Title Company (title company) at 6783 Old Jacksonville Hwy, Tyler, TX 75703 (address) Carol Owen (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller’s other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $50,000.00 with the title company to be made part of the earnest money on or before:

X (i) 3 days after Buyer’s right to terminate under Paragraph 7B expires; or

☐ (ii) ____________ days after Buyer’s right to terminate under Paragraph 7B expires.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller’s expense, will furnish Buyer an Owner’s Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and

(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exceptions as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

X (a) will not be amended or deleted from the title policy.

☐ (b) will be amended to read “shortages in areas” at the expense of Buyer Seller.

(3) Within _______ days after the effective date, Seller will furnish Buyer a commitment for title insurance including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer’s address: ________________

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Initialed for Identification by Seller and Buyer

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Resale is Sold
B. Survey: Within __ 45 days after the effective date:

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

□ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

□ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Buyer will, at Seller's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party ______________________ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

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

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

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

See Addendum

(1) Within ______ days—after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search—Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in paragraphs 2 other than those permitted by this contract or liens that Seller will satisfy at closing; or (b) the matters disclosed that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter which was not previously objected to by Buyer. If Object of Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
7. PROPERTY CONDITION:

A. **Present Condition:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

B. **Feasibility Period:** Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination.

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

   X (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $3,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

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

C. **Inspections, Studies, or Assessments:**

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

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

   (3) Buyer must:

      (a) employ only trained and qualified inspectors and assessors;
      (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
      (c) abide by any reasonable entry rules or requirements of Seller;
      (d) not interfere with existing operations or occupants of the Property; and
      (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

   (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from...
Commercial Contract - Improved Property concerning 1208 East Houston, Tyler, TX 75701

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

D. Property Information:

(1) Delivery of Property Information: Within ___20___ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from ____________ to ____________;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property and that are in Seller's possession;
- (n) real and personal property tax statements for the Property for the previous 2 calendar years;

- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from ____________ to ____________; and

- (p) Seller will make current leases available to review by Buyer at Seller's office.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2D or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

(TXR-1801) 4-1-18

Initiated for Identification by Seller and Buyer

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8. LEASES:

A. Each written-lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

1. any failure by Seller to comply with Seller's obligations under the leases;
2. any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
3. any non-occupancy of the leased premises by a tenant;
4. any advance sums paid by a tenant under any lease;
5. any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any-lease; and
6. any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within ________ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR-Form 1938—Commercial Tenant Estoppel Certificate and any additional information requested by a third-party lender providing financing under Paragraph 4 of the third-party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

<table>
<thead>
<tr>
<th>Principal Broker: Burns Commercial Properties, LLC</th>
<th>Cooperating Broker:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent: Mark Whatley</td>
<td>Agent:</td>
</tr>
<tr>
<td>Address: 909 ESE Loop 323, Ste. 650</td>
<td>Address:</td>
</tr>
<tr>
<td>Tyler, TX 75701</td>
<td>Phone &amp; Fax:</td>
</tr>
<tr>
<td>Phone &amp; Fax: (903)534-1200</td>
<td>(903)534-1208</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:mwhatley@burns-commercial.com">mwhatley@burns-commercial.com</a></td>
<td>E-mail:</td>
</tr>
<tr>
<td>License No:</td>
<td>License No:</td>
</tr>
</tbody>
</table>

Principal Broker: (Check only one box)
- [ ] represents Seller only.
- [X] represents Buyer only.
- [ ] is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

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

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

[ ] (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

[ ] (2) At the closing of this sale, Seller will pay:

(1) (TXR-1801) 4-1-18

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Commercial Contract - Improved Property concerning 1208 East Houston, Tyler, TX 75701

Principal Broker a total cash fee of: _______% of the sales price.

Cooperating Broker a total cash fee of: _______% of the sales price.

The cash fees will be paid in Smith County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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

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

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) _______ days after the expiration of the feasibility period.
   (X) August 31, 2020 (specific date).
   (X) See Addendum to Commercial Contract - Improved Property
   (2) 7 days after objections made under Paragraph 6D have been cured or waived.

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

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a [X] general [ ] special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good-and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

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

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
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(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;

(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant’s security deposit; and
(b) specifies the exact dollar amount of the security deposit;

(4) sign an assumption of all leases then in effect; and

(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

a) See Special Provisions Addendum

13. SALES EXPENSES:

A. Seller’s Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller’s loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer’s Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer’s lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

Initialed for Identification by Seller and Buyer

Page 8 of 14
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT: See Addendum

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

Check if applicable)  
[ ] enforce specific performance, or seek such other relief as may be provided by law.

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

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

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

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
   (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
   (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

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

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. [Seller □ Buyer ] intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

[ ] Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1403).

[ ] Seller is otherwise provided in this contract, Seller is not aware of:
   (1) any subsurface structures, pilings, waste, springs, or improvements;
   (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

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Revised to 3/18
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos-containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1) - (11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

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

22. AGREEMENT OF THE PARTIES:

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

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

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

D. Addenda which are part of this contract are: (Check all that apply.)

☒ (1) Property Description Exhibit identified in Paragraph 2;
☒ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
☒ (3) Commercial Contract Financing Addendum (TXR-1931);
☒ (4) Commercial Property Condition Statement (TXR-1408);
☒ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
☒ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1908);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TXR-1915);
☑ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
☒ (10) Information About Brokerage Services (TXR-2501); and
☒ (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
☒ (12) See Addendum __ .

(TXR-1801) 4-1-18 Initialed for Identification by Seller _ and Buyer _
23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

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

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).

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

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

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

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

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

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 22, 2019, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

By: ________________________________
By (signature):
Printed Name: Lisa Stephens
Title: President

By: ________________________________
By (signature):
Printed Name: Steve C Roseth
Title: President

Buyer: Salgebrook Development LLC

Seller: Roseth Interests 850 LLC,acting by and through its sole member Roseth Properties, LLC
AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

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

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

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

Principal Broker: __________________________________________

Cooperating Broker: _________________________________________

By: _______________________________________________________

By: _______________________________________________________

ATTORNEYS

Seller's attorney: Jim Hedrick

Buyer's attorney: Robert Cheng

Address: 110 N. College, Suite 500

Address: 200 South Biscayne Boulevard, Suite 4100

Tyler, TX 75702

Miami, FL 33131

Phone & Fax: (903)597-8911

Phone & Fax:

E-mail: jimhedrick@potterminton.com

E-mail: rcheng@stutts.com

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

[X] the title company sends to Seller.

[X] Buyer sends to Seller.

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

[ ] the title company sends to Buyer.

ESCAPROW RECEIPT

The title company acknowledges receipt of:

[ ] A. the contract on this day Nov. 19, 2019

[ ] B. earnest money in the amount of $25,000

on 11-22-2019.

Title company: Central Title Company

By: ________ Oliver

Assigned file number (GF#): 0190419

(TXR-1801) 4-1-18

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Reach to Exit
Fwd: Order 6190919 Laurel Flats, LLC/Roosth Interests 850, LLC, a Texas limited liability company

Pat Beatty <pat@ovpgroup.com>  
To: Emily Puckett <emily@ovpgroup.com>  
Cc: Danielle Brown <danielle@ovpgroup.com>, April Engstrom <april@ovpgroup.com>

Begin forwarded message:

From: Carolyn Owen <COwen@centraltitle.com>  
Subject: Order 6190919 Laurel Flats, LLC/Roosth Interests 850, LLC, a Texas limited liability company  
Date: March 18, 2020 at 6:23:32 PM CDT  
To: Megan Lasch <megan@o-sda.com>, "lisa@saigebrook.com" <lisa@saigebrook.com>, 'Robert Cheng' <RCheng@shutts.com>, "P. Taylor Yawney" <TYawney@shutts.com>, Maribel Henley <MHenley@shutts.com>  
Cc: Steve Roosth <stever@roosth.net>, "jimhedrick@potterminton.com" <jimhedrick@potterminton.com>, "mwhatley@burns-commercial.com" <mwhatley@burns-commercial.com>

To All:

I am in receipt of a wire transfer in the amount of $50,000 from buyer which represents the second deposit on this transaction.

Thanks!

Carolyn Owen | Escrow Officer, CESP  
CENTRAL TITLE COMPANY  
Main: (903) 534-8917

WARNING – FRAUDULENT FUNDING INSTRUCTIONS  
Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call your escrow officer immediately using contact information found from an independent source, such as the sales contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account.
Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:
• A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
• A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER’S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):
• Put the interests of the client above all others, including the broker’s own interests;
• Inform the client of any material information about the property or transaction received by the broker;
• Answer the client’s questions and present any offer to or counter-offer from the client; and
• Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner’s agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner’s agent must perform the broker’s minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer’s agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant’s agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer’s agent must perform the broker’s minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller’s agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker’s obligations as an intermediary. A broker who acts as an intermediary:
• Must treat all parties to the transaction impartially and fairly;
• May, with the parties’ written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
• Must not, unless specifically authorized in writing to do so by the party, disclose:
  o that the owner will accept a price less than the written asking price;
  o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  o any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:
• The broker’s duties and responsibilities to you, and your obligations under the representation agreement.
• Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker’s services. Please acknowledge receipt of this notice below and retain a copy for your records.

Burns Commercial Properties, LLC
Licensed Broker/Broker Firm Name or Primary Assumed Business Name
592618
License No.

Designated Broker of Firm
Mark Whatley
License No.
423659
Email
mwhatley@burns-commercial.com

Licensed Supervisor of Sales Agent/Associate
Email

Sales Agent/Associate’s Name
Dashboard
License No.

Buyer/Tenant/Seller/Landlord Initials
Email

Regulated by the Texas Real Estate Commission
Information available at www.trec.texas.gov

Mark Whatley
Produced with JustForm by zzLogic 15070 Fifteen Mile Road, Fraser, Michigan 48026 www.zzLogic.com

Phone: 513.534.1200 Fax: 513.530.0355

IABS 1-0 Date
11/2/2015

Milledhead
Exhibit A

FIRST TRACT:

All of Block No. 6 of the Wells & Hunt Addition to the City of Tyler, according to the plat of said addition recorded in Volume 36, Page 371, Deed Records of Smith County, Texas, such Block No. 6 being also known as New City Block No. 244, according to the tax map of the City of Tyler adopted in 1908.

SECOND TRACT:

All those certain lots, tracts or parcels of land situated within the corporate limits of the City of Tyler, Smith County, Texas, being part of the James L. Dickey Survey No. 398, Abstract No. 289, and being all of Lots Nos. 13, 14 and 15 in Block No. 1 of Crestway Addition, according to the plat of said addition of record at Volume 200, Page 180 of the Deed Records of Smith County, Texas, said Block No. 1 being also known as New City Block No. 254 according to the tax map of the City of Tyler adopted in 1908.

Both of the foregoing tracts of land are located in the James L. Dickey Survey No. 398, Abstract No. 289, Smith County, Texas.
SPECIAL PROVISIONS ADDENDUM TO COMMERCIAL CONTRACT - IMPROVED PROPERTY

THIS SPECIAL PROVISIONS ADDENDUM TO COMMERCIAL CONTRACT - IMPROVED PROPERTY (this "Addendum") is made by and between ROOSTH INTERESTS 850, LLC, a Texas limited liability company ("Seller"), whose address is P.O. Box 8300, Tyler, Texas 75711, and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, its successors and/or assigns ("Buyer"), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the "Effective Date").

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Unimproved Property dated of even date herewith (the "Contract");

WHEREAS, Seller and Buyer desire to modify and supplement the Contract as more particularly set forth herein.

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the Contract is hereby modified and supplemented to include the following provisions:

1. Title Commitment. Notwithstanding anything contained in Section 6 of the Contract, the following provisions shall govern and control Buyer’s review of and objection to title to the Property:

   (a) Within 45 days after the Effective Date, Buyer shall, at its expense, obtain (i) a title insurance commitment (the "Title Commitment") for a fee owner’s title insurance policy covering the land described in the Contract (the "Title Policy") from Central Title Company (the "Title Company") as agent for an underwriter reasonably satisfactory to Buyer, and (ii) a professional on-the-ground survey of the said land (the "Survey"). Buyer shall promptly provide copies of the Title Commitment and Survey to Seller.

   (b) Buyer shall, no later than 90 days after the Effective Date, notify Seller in writing specifying any objections to matters shown or referenced on the Title Commitment or the Survey (the "Title Objections"). Any matters on the Title Commitment or the Survey that Buyer does not timely object to, and which are not items set forth in Sections 1(c)(ii)-(iv) below, shall be deemed "Permitted Exceptions". If Buyer timely notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure any of the objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice, or timely gives its Cure Notice but does not agree to cure all of the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller in writing that this Contract is terminated, in which case the Escrow Deposit (as defined herein), less the $3,000.00 independent consideration provided for in paragraph 7.B.(1) of the Contract, (the "Independent Consideration") shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed in writing to cure, and Buyer shall be deemed to have
waived any remaining Title Objections and they shall be included in the Permitted Exceptions. The Permitted Exceptions shall also include the rights of the tenants in possession under their written lease agreements.

(c) Notwithstanding anything in Section 1(b) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has elected to cure pursuant to Section 1(b) hereof, (ii) any mortgages, deeds of trust or judgment liens granted or caused by any act or omission of Seller, (iii) construction liens granted or caused by Seller, and other liens (other than the lien of real estate taxes and assessments not yet due and payable) against the Property provided for by statute, code or ordinance and created or caused by Seller, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date unless approved in writing by Buyer. Provided, however, Seller shall have no obligation to cure, remedy or release any claims, liens or encumbrances caused by, or arising by, through or under, Buyer or Buyer's agents or contractors.

(d) From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment and/or the Survey to be updated (the “Title Update”) and a copy of the Title Update shall be delivered to Seller. If within ten (10) days following receipt of same Buyer objects in writing to any matters shown on the Title Update that were not shown on the Title Commitment or the Survey, such matters shall be deemed Title Objections and the provisions of Section 2(c) above regarding Buyer’s rights to object and Seller’s obligation to respond shall apply to those matters.

2. Earnest Money; Inspections.

(a) Within three (3) days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Twenty Five Thousand and No/100 Dollars ($25,000.00) (the “Initial Deposit”) with the Title Company (the “Escrow Agent”). Buyer shall make an additional deposit payable to Escrow Agent in the amount of Fifty Thousand and No/100 Dollars ($50,000.00) (the “Second Deposit”) within five (5) business days following the expiration of the Feasibility Period. The Initial Deposit and the Second Deposit are collectively referred to herein as the “Escrow Deposit”. If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, the Escrow Deposit, to the extent paid, shall be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Purchase Price at Closing (as hereinafter defined); provided, if either party elects to terminate this Contract after expiration of the Feasibility Period pursuant to a termination right granted in the Contract or this Addendum, the Escrow Deposit, together with any interest accrued thereon, if any, shall be disbursed by Escrow Agent to the appropriate party in accordance with the applicable provisions of the Contract and this Addendum. Provided, however, notwithstanding anything in this Addendum or in the Contract to the contrary, unless the Contract is terminated by Buyer under Section 8 of this Addendum, upon termination of this Contract by either party for any reason, the Independent Consideration shall be paid to Seller.
(b) At all times during the Feasibility Period and thereafter for so long as the Agreement has not been terminated, Buyer and its contractors, consultants, employees and agents (collectively, the "Buyer Representatives") shall have the right to enter upon the Property to conduct, at Buyer's expense, such non-destructive tests, studies and analyses including, without limitation, soil, environmental and hazardous materials (including asbestos) tests and studies which Buyer determines to be necessary, proper or desirable; provided, however, the foregoing limitation shall not be deemed or construed to limit Buyer's right to conduct any and all test necessary to obtain a phase 1 environmental site assessment ("Phase 1"). Provided, however, before entering the Property, Buyer shall give Seller at least 48 hours prior written notice and provide to Seller proof of satisfactory liability insurance for Buyer and Buyer's Representatives. Neither Buyer nor Buyer's Representatives shall unreasonably interfere with operation of the Property or disturb any tenants. **BUYER SHALL PROMPTLY REPAIR ANY DAMAGE CAUSED BY BUYER OR BUYER'S REPRESENTATIVES, AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND THE PROPERTY FROM ANY DEBTS, LIENS, LIABILITIES, CLAIMS OR LAWSUITS OF ANY KIND ARISING FROM THE PRESENCE OF BUYER OR BUYER'S REPRESENTATIVES ON THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY CAUSED IN WHOLE OR IN PART BY SELLER'S NEGLIGENCE OR THE NEGLIGENCE OF A THIRD PARTY, BUT NOT SELLER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.** If the Phase I assessment report includes a recommendation for a phase 2 assessment, the scope of the phase 2 investigation shall be subject to the prior written approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer's obligations under this Section 2 shall survive Closing or the earlier termination of the Contract and this Addendum, and are not subject to any limitation on Seller's remedies set forth in the Contract or this Addendum.

3. **Legal Description; Minerals Reserved.** Notwithstanding any contrary provision in the Contract or herein, if Buyer's Survey produces a legal description which includes any contiguous strips or gores not described in the deed vesting title in Seller, Seller shall convey such excess parcel(s) by a quitclaim deed without warranty. The sale does not include, and Seller shall reserve for Seller, it successors and assigns, all of Seller's right, title and interest in the oil, gas and other liquid and gaseous hydrocarbons in, on, under or that may be produced from the Property; provided, however, the deed shall contain an express waiver of any and all surface rights of Seller, including, without limitation, rights of ingress, egress and other rights to enter upon the Property or otherwise use the surface of the Property for the purpose of exploring, developing, mining, extracting or drilling for same.

4. **Seller's Representations, Warranties and Covenants.** As of the Effective Date and as of the Closing, Seller represents and warrants to Buyer, and where indicated, covenants and agrees, as follows:

(a) The execution, delivery and performance by Seller of the Contract, as supplemented by this Addendum, has been duly and validly authorized by all requisite action on the part of Seller, and no consent of any person not heretofore obtained is required for this Contract to be binding on Seller.
(b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller owns the surface estate in the land and the improvements, in fee simple, subject only to recorded encumbrances and the rights of tenants in possession.

(d) There are no actions, suits or proceedings pending or, to the best of Seller's current actual knowledge, threatened against Seller or the Property.

(e) There are no condemnation or eminent domain proceedings pending or to the Seller's current actual knowledge, threatened concerning the Property, and Seller has received no written notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility, or other taking which may affect the Property.

(f) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Buyer, Seller has no current actual knowledge of hazardous substances present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance; provided, however, asbestos containing materials are known to be present on the Property, and lead paint may be present on the Property, and may require removal or remediation.

(g) To the current actual knowledge of Seller, except as expressly provided herein, neither the execution and delivery of the Contract or this Addendum by Seller, nor the consummation by Seller of the transactions contemplated hereby, will (i) require Seller to file or register with, notify, or obtain any permit, authorization, consent, or approval of any person or entity (including any governmental, quasi-governmental or regulatory authority), (ii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any agreement or other instrument, commitment, or obligation to which Seller is a party, or by which Seller, the Property, or any of Seller's assets may be bound, or (iii) violate any order, writ, injunction, decree, judgment, statute, law, or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller’s assets.

(h) During the term of the Contract, Seller shall maintain (i) the Property in substantially the same condition as it is in on the Effective Date, except for casualty loss and ordinary wear, and (ii) all of Seller’s insurance, if any, for the Property as of the Effective Date in full force and effect through Closing.

(i) There are no existing (i) contracts for the sale of all or any portion of the Property, (ii) options to purchase all or any portion of the Property, or (iii) rights of first refusal with respect to the sale of all or any portion of the Property.

(j) Unless otherwise expressly permitted under the Contract or this Addendum, Seller shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property, or pursue any re-zoning
of the Property or any other land use approvals relating to the Property without Buyer's written consent, which consent shall not be unreasonably withheld or denied.

(k) To Seller's current actual knowledge there are no pending investigations or inquiries into the status of the Property's compliance with applicable laws, including the environmental condition of the Property.

(l) As of the date stated on the attached rent roll, there are no leases, tenancies, or other rights of occupancy of any portion of the Property other than the leases listed on the rent roll attached hereto as Exhibit “A” (the “Leases”). With respect to the Leases; (i) all of the information shown on the rent roll, including commencement dates, expiration dates, prepaid rent, monthly rent, security deposit, etc., is true and correct; (ii) Seller shall not enter into any new leases or modify any existing Leases except in the ordinary course of business as currently conducted, and all such leases or modified Leases shall have terms of no more than 12 months (and month-to-month thereafter); (iii) to Seller’s current actual knowledge, there are no defaults under any of the Leases by Seller; (iv) there are no unpaid leasing commissions or similar payments or any unpaid tenant improvement allowances required to be made in connection with any of the Leases, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims for same (the foregoing indemnification provision shall survive Closing); (v) Seller has handled all security deposits received by Seller in accordance with all applicable statutory requirements, and shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller’s failure to do so (the foregoing indemnification provision shall survive Closing).

(m) Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.

(n) Provided that Buyer notifies Seller in writing on or before July 30, 2020 that Buyer waives the TDHCA Financing as a condition to Closing, then from and after July 31, 2020:

• Seller shall not, without Buyer’s prior written consent, which may be withheld in Buyer’s sole and absolute discretion, enter into (i) an agreement to extend the term of any Lease beyond December 31, 2020 (but the term may continue month-to-month thereafter), or (ii) any new lease for a term that extends beyond December 31, 2020 (but the term may continue month-to-month thereafter); and

• Notwithstanding anything in the Agreement to the contrary, the entire Escrow Deposit shall be non-refundable and shall be paid to Seller if the Agreement is terminated for any reason other than Seller’s default.
(o) Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

(p) There are no Open Permits or Code Violations (as hereinafter defined) which affect the Property and which have resulted in any citation or written notice received by Seller. As used herein “Code Violations” means violations of which Seller has received actual written notice of pursuant to applicable laws, ordinances, rules, requirements, or zoning, building, fire or other codes of any governmental agency, body or subdivision thereof with respect to the Property and “Open Permits” means any government permits issued for work with respect to the Property for which no final close-out or inspection has been obtained from the applicable governmental authority.

(q) No commitments relating to the Property have been made by Seller to any governmental authority, utility company, school board, church or other religious body, any property owners' association, or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution, or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and to the best of Seller's current actual knowledge, no governmental authority has imposed any special requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property, except for those that apply generally to similar properties.

The representations contained in this Section 4 shall survive the Closing for a period of twelve months after Closing; provided, however, if prior to Closing Buyer becomes aware that any representation of Seller is untrue and Buyer elects to proceed with Closing, then such representation shall not survive Closing and shall be deemed waived by Buyer.

All references in this Section 4 to “knowledge”, “actual knowledge” and “current actual knowledge” shall mean the current actual knowledge of Steven C. Roosth on the Effective Date, without any duty to investigate or inquire. In no event shall Steven C. Roosth have any personal liability to Buyer under this Addendum or the Contract.

EXCEPT FOR THE EXPRESS REPRESENTATIONS OF SELLER SET FORTH IN THE CONTRACT OR THIS ADDENDUM, BUYER STIPULATES AND AGREES THAT THE PROPERTY IS PURCHASED AND SOLD AS IS AND WITH ALL FAULTS, AND SELLER HAS NOT MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO (A) WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN THE WARRANTY OF TITLE SET FORTH HEREIN AND IN THE SPECIAL WARRANTY DEED TO BE EXECUTED AT CLOSING), (B) ZONING, (C) TAX CONSEQUENCES, (D) PHYSICAL OR ENVIRONMENTAL CONDITIONS, (E) AVAILABILITY OF ACCESS, INGRESS
OR EGRESS, (F) OPERATING HISTORY OR PROJECTIONS, (G) VALUATION, (H) GOVERNMENTAL APPROVALS, (I) GOVERNMENTAL REGULATIONS, OR (J) ANY OTHER INFORMATION, MATTER, DOCUMENT OR THING RELATING TO OR AFFECTING THE PROPERTY AND BUYER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY BUYER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (J) ABOVE. BUYER ACKNOWLEDGES THAT BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT AND INVESTIGATE THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER AGREES THAT WITH RESPECT TO THE PROPERTY, AND EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT AND THIS ADDENDUM, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS, AND THAT BUYER HAS CONDUCTED (OR WILL CONDUCT) SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER IS SELLING AND CONVEYING TO BUYER AND BUYER IS ACCEPTING THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT, THIS ADDENDUM AND THE DOCUMENTS TO BE DELIVERED AT CLOSING, THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. BUYER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THE CONTRACT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION 4 WHICH DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SHALL SPECIFICALLY SURVIVE THE CLOSING AND SHALL NOT MERGE THEREWITH. THE CONTRACT AND THIS ADDENDUM ARE THE ENTIRE AGREEMENT OF THE PARTIES AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS OR WARRANTIES. ANY PRIOR REPRESENTATIONS AND AGREEMENTS ARE MERGED INTO THE CONTRACT AND THIS ADDENDUM AND DO NOT SURVIVE.

5. **Governmental Approval Applications.** Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation, and at no cost to Seller, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to

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zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Buyer's reasonable opinion, are necessary or desirable for the development of the Property for Buyer's Intended Use. Buyer's "Intended Use" shall refer to the development of the Property with no less than eighty nine (89) multifamily residential units. Provided, however, no such changes in zoning, platting, or other matters affecting the Property shall be made effective prior to Closing without Seller's prior written consent.

6. **Closing Conditions.** Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"), unless waived in writing by Buyer prior to Closing:

   a. At Closing, there shall have been no material, adverse change to the condition of the Property from the condition existing on the Effective Date (ordinary wear and tear excepted), including, without limitation, any adverse change to the environmental condition of the Property. This condition is deemed satisfied or waived upon Closing.

   b. By Closing, Buyer shall have been approved for TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Addendum, the term "TDHCA Financing" means, collectively: (i) an award from Texas Department of Housing and Community Affairs ("TDHCA") in the 2020 Application process for Federal Income Tax Credits under the Low Income Housing Tax Credit Program ("Tax Credits"), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer's sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor. Buyer, at Buyer's expense, shall use commercially reasonable efforts to cause the foregoing conditions to be satisfied prior to the deadline for Closing set forth in the Contract, and if at any time there is a final determination by the Buyer that Buyer will not be approved for TDHCA Financing, then, Buyer shall promptly notify Seller in writing, whereupon Seller may elect (at any time before Buyer notifies Seller in writing that Buyer has waived the requirement for TDHCA Financing) to terminate the Contract, and upon termination the Independent Consideration shall be paid to Seller and the remainder of the Escrow Deposit shall be refunded to Buyer.

In addition to any rights or remedies that Buyer may be entitled to under the Contract and this Addendum, if (a) any of the Closing Conditions are not satisfied by the times specified above, or (b) Buyer shall have made a good faith determination that its application for TDHCA Financing will not be successful, then in any such event, Buyer shall have the right to terminate the Contract and this Addendum upon delivering written notice to Seller prior to the deadline for Closing (subject to extension as provided herein), and the Escrow Deposit (less the Independent Consideration) shall be returned to Buyer and all further obligations of the parties hereunder shall
terminate, except those that expressly survive termination hereof. With respect to Section 6(b) above, Buyer's withdrawal of its application for Tax Credits shall not be a condition precedent to the return of the Escrow Deposit.

7. Closing. Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company on or before August 31, 2020 (the "Closing Date"). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least twenty (20) days prior to the accelerated Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than December 31, 2020) by exercising up to four (4) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a "Closing Extension"). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election on or before the previously-scheduled Closing Date and pay an extension fee in the amount of Ten Thousand and No/100 Dollars ($10,000.00) for each extension ("Extension Fee") to Seller within two (2) business days following the previously scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, except if Buyer elects to terminate this Contract pursuant to Section 8 of this Addendum, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will not receive a credit toward payment of the Purchase Price for any Extension Fees paid to Seller.

8. Seller Default. Sections 15(B) and 15(C) of the Contract are hereby deleted in their entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, and if such failure, breach or default is not cured by Seller within ten days after receipt of written notice from Buyer specifying such failure, breach or default (provided no notice or opportunity to cure shall apply to Seller's failure to close the transactions contemplated by the Contract and this Addendum on the Closing Date), then Buyer may elect, as its sole and exclusive remedy, either to (i) terminate the Contract and this Addendum and (1) receive the return of the Escrow Deposit and any interest accrued thereon, and (2) recover from Seller damages in an amount equal to all reasonable out of pocket costs and expenses incurred and paid by Buyer prior to termination in connection with the proposed acquisition and development of the Property (but not to exceed the total sum of $100,000.00), or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller's default consists of a sale of the Property to a third party in violation of Buyer's rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller after Closing of any obligation of Seller hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing.
9. **Brokers.** The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by the Contract and this Addendum, other than Mark Whatley of Burns Commercial Properties, whose commission shall be paid by Seller pursuant to separate agreement between Seller and the said broker. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys' fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in connection with the Contract or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 9. The provisions of this Section 9 shall survive Closing or the earlier termination of the Contract and this Addendum.

10. **Escrow Deposit.**

   (a) The Escrow Deposit shall be held in escrow by the Title Company and paid over or disbursed according to the terms of the Contract and this Addendum (together, the "Agreement"), and, unless otherwise disbursed pursuant to the terms of the Agreement, the Escrow Deposit shall be paid over and applied against the Purchase Price at Closing. The Escrow Deposit shall be deposited by the Title Company in an interest bearing account. Any interest earned on the Escrow Deposit will be paid to the party that becomes entitled to the Escrow Deposit. Title Company shall have no responsibility for, nor shall Title Company be held liable for, any loss occurring which arises from the fact that the amount of the Escrow Deposit may cause the aggregate amount of any depositor's accounts to exceed $250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Title Company shall not be responsible for any delay in the electronic wire transfer of funds.

   (b) In the event of any disagreement between Buyer and Seller resulting in conflicting instructions to, or adverse claims or demands upon Title Company with respect to the release of the Escrow Deposit, Title Company shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and shall not release the Escrow Deposit. Title Company shall not be or become liable in any way to Buyer or Seller for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Buyer and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in Smith County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Smith County, Texas. Upon depositing the Escrow Deposit with a court of competent jurisdiction in Smith County, Texas, Title Company shall be released from any further obligation, responsibility or liability under the Agreement and shall be entitled to seek reimbursement out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action. Title Company is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed and has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Deposit other than faithfully to carry out the obligations undertaken in the Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.
(c) The Seller and Buyer hereby agree to jointly and severally indemnify and hold harmless the Title Company from and against all costs, damages, judgment, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which Title Company in good faith may incur or sustain in connection with serving as Title Company under the Agreement (collectively, the "Title Company Costs"), excluding any costs, damages, judgment, attorney's fees, expenses, obligations and liabilities arising from or as a result of a breach of the Agreement by Title Company, or the negligence of Title Company.

12. **WAIVER OF JURY TRIAL.** SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL IN SMITH COUNTY TEXAS, WITHOUT A JURY.

13. **Binding Effect.** This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **Headings.** Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.

15. **Countersignature.** The Contract and this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party; provided, however, an original ink signature shall be provided if required by law for a document that is to be filed in the Official Public Records or in any other government office.

16. **Conflict.** In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall prevail. Except as modified herein, the Contract remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

17. **Confidentiality.** Prior to Closing, Buyer shall keep confidential the terms of the Contract and this Addendum, and Buyer shall not disclose any information pertaining to the Property unless required by applicable law or to the extent necessary in order for Buyer to perform Buyer's obligations under the Contract and this Addendum, including Buyer's application for TDHCA Financing, and Seller hereby acknowledges and agrees that (i) Buyer may provide any and all information concerning the Property, the Contract and this Addendum to TDHCA in connection with its pursuit of TDHCA Financing, (ii) any such disclosure shall not constitute a breach of any obligation hereunder to keep such information confidential, and (iii) upon such disclosure, all such information shall be a matter of public record to the extent provided by applicable law.

18. **Assignment.** Buyer may make one assignment of all of Buyer's rights under the Contract and this Addendum to an affiliate of Buyer or an entity controlled by Megan Lasch; provided that no such assignment shall relieve Saigebrook Development, LLC from its obligations under the Contract or this Addendum, and no assignment shall be effective unless made in writing and
delivered to Seller at least 10 days prior to Closing. No other assignments by Buyer shall be effective unless approved in writing by Seller.

19. **Electricity Supply Agreement.** Seller has a contract to purchase electricity from its retail electric provider, Gexa Energy. The said contract covers the Property and other properties owned by Seller or its affiliates. Not less than 30 days prior to the expiration of the Feasibility Period, Seller will deliver to Buyer a true and complete copy of the said contract. At Seller’s option, subject only to any required consent by Seller’s retail electric provider, at Closing (i) the said contract shall be terminated as of the date of Closing, with respect to the Property only; or (ii) the retail electric provider, Seller and Buyer will sign such amendments and other documents as may be reasonably required by the provider in order to continue the said contract in effect after Closing with respect to the Property; to release Seller from all obligations arising under the said contract with respect to the Property after Closing; and to substitute Buyer as the sole purchaser under the contract with respect to the Property only, from and after the date of Closing. At Seller’s request, Buyer shall cooperate with Seller in seeking any consent or approval needed from the retail electric provider.

[Signatures appear on following page]
IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the Effective Date.

SELLER:

ROOSTH INTERESTS 850, LLC, a Texas limited liability company, acting by and through its sole manager, Roosth Properties, LLC

By: 

Steven C. Roosth, President

Date: 11/15/2019

BUYER:

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, and/or assigns

By: 

Lisa Stephens, President

Date:
EXHIBIT “A”

Rent Roll as of __________, 2019

Moved to Application File as Separate Exhibit.
AMENDMENT TO COMMERCIAL CONTRACT – IMPROVED PROPERTY

THIS AMENDMENT TO COMMERCIAL CONTRACT – IMPROVED PROPERTY (this “Amendment”) is made as of December 24, 2019 (the “Effective Date of this Amendment”) between ROOSTH INTERESTS 850, LLC, a Texas limited liability company (the “Seller”), and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (the “Buyer”).

RECITALS:

WHEREAS, Buyer and Seller are parties to that certain Commercial Contract – Improved Property with an effective date of November 19, 2019 (the “Contract”), as amended by that certain Special Provisions Addendum to Commercial Contract – Improved Property (the “Addendum”; together with the Contract, the “Agreement”), pertaining to certain real property located in Tyler, Texas, as more particularly described in the Agreement;

WHEREAS, Buyer and Seller hereby agree to modify the Agreement, subject to the terms and conditions more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the terms, covenants and conditions as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by this reference.

2. Defined Terms. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the respective meanings given to them in the Agreement.

3. Survey. Buyer and Seller hereby agree that, notwithstanding anything to the contrary in Section 1(a) of the Addendum, or otherwise anything else to the contrary contained in the Agreement, Buyer shall have until February 3, 2020 to obtain a professional on-the-ground survey of the Property and to deliver a copy of the survey to Seller and the Title Company.

4. Counterparts; Electronic Delivery. This Amendment may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute but one instrument. Notwithstanding anything to the contrary in the Agreement, this Amendment may be delivered via facsimile, PDF or other electronic transmission.

5. Entire Agreement. The Agreement, as amended by this Amendment, embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into the Agreement, as amended by this Amendment.

{A17/06391/0068/W1642910.1} MIAOCS 19339799 1
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date of this Amendment.

SELLER:

ROOSTH INTERESTS 850, LLC, a Texas limited liability company, acting by and through its sole manager, Roosth Properties, LLC

By: [Signature]
Steven C. Roosth, President

BUYER:

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, and/or assigns

By: [Signature]
Lisa Stephens, President
Supporting Documents:
Title Commitment
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE

Issued By

WFG NATIONAL TITLE INSURANCE COMPANY

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

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

Countersigned
Central Title Company

By: __________________________

Authorized Countersignature
COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A

Effective Date: February 10, 2020 at 07:00 AM
GF No.: 6190919
Commitment No. 6190919-1, issued February 28, 2020, 10:00 AM

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $3,750,000.00
      PROPOSED INSURED: Laurel Flats, LLC
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   Roosth Interests 850, LLC, a Texas limited liability company

FORM T-7: Commitment for Title Insurance
Schedule A
6190919
4. Legal description of land:

Being all of Lot 9, New City Block 244, SHOLOMANOR ADDITION, City of Tyler, a Re-Subdivision of Block 6 of HUNT & WELLS SUBDIVISION & Lot 13, 14 & 15, Block 1 of Crestway Addition to Sholomanor Addition according to the plat thereof recorded in Cabinet B, Slide 350-B, Plat Records of Smith County, Texas.

THIS COMPANY DOES NOT GUARANTEE THAT THE ABOVE SQUARE FOOTAGE AND/OR ACREAGE CALCULATIONS ARE CORRECT.

Countersigned
Central Title Company

By: __________________________
Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

BY: __________________________
President

ATTEST: ______________________
Secretary
EXCEPTIONS FROM COVERAGE

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

1. **The following restrictive covenants of record itemized below:**

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’s Policy only.)

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

5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute “which become due and payable subsequent to Date of Policy” in lieu of “for the year 2019, and subsequent years.”)

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters:
   a. Any purchase money lien created. (Owner Policy only)
   b. Any portion of the property herein described which falls within the boundaries of any road or roadway, including, but not limited to South Baxter Street and East Houston Street.
   c. Easements, dedications or other matters as shown on plat recorded Cabinet B, Slide 350-B, Plat Records, Smith County, Texas.
   d. Rights of tenants in possession, as tenants only, under the terms of any unrecorded leases or rental agreements.
   e. Right of way to the City of Tyler recorded in Volume 681, Page 325, Deed Records of Smith County, Texas.
   f. Easement to the City of Tyler recorded in Volume 2773, Page 101, Land Records of Smith County, Texas.
   h. Bill of Sale and transfer of Steven C. Roosth, Trustee's natural gas pipeline located at City Block 244 and 254A commonly known as Oaks Apartment to Reliant Energy Entex and recorded in Volume 6128, Page 312, Official Public Records of Smith County, Texas.
   i. All utility and/or other easements, including but not limited to, public and/or private roadways, streets or alleys, and all underground easements whether visible or not.
   j. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
   k. Rights of Parties in Possession. (Owner's Policy only)
   l. Interest in and to all oil, gas or other minerals, and all rights incident thereto, contained in instrument recorded under County Clerks File No. 2019______, Official Public Records, Smith 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).
   m. 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.
Your Policy will not cover loss, costs, attorney's 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 Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

5. Title company requires an Assignment of Contract and earnest money from Saigebrook Development to Laurel Flats, LLC to be executed by all parties.

6. During examination of subject property, we did not locate any outstanding voluntary liens affecting the subject property. It is important to verify with Seller, prior to closing that there are no liens to be released, payoffs to be made, unrecorded liens or other indebtedness which could give rise to any security interest claim in the subject property. Seller(s) must execute the Affidavit as to Debts and Liens at time of closing.

7. TITLE COMPANY REQUIRES:
   (A) a copy of the Articles of Organization and Regulations/Operating Agreement and all amendments and supplements thereto, to determine who has the authority to act on behalf of ROOSTH INTERESTS 850, LLC;
   (B) Company requires a resolution authorizing the transaction and showing proof of authority of those acting on behalf of ROOSTH INTERESTS 850, LLC;
   (C) Satisfactory written evidence from the Comptroller of Public Accounts of the State of Texas that the Limited Liability Company is able to transact business in Texas.

8. Obtain and file for record SPECIAL WARRANTY DEED from a duly appointed officer of ROOSTH INTERESTS 850, LLC, a Texas limited liability company to Laurel Flats, LLC. (NOTE: Contract indicates that the seller are reserving all minerals and surface waiver. The Warranty Deed is to be prepared according to the terms of the sales contract.)

9. IF APPLICABLE, TITLE COMPANY REQUIRES
SCHEDULE C
(Continued)

(1) a copy of the Articles of Organization and Regulations/Operating Agreement and all amendments and supplements thereto, to determine who has the authority to act on behalf of Laurel Flats, LLC and

(2) Company requires a resolution authorizing the transaction and showing proof of authority of those acting on behalf of Laurel Flats, LLC and

(3) Satisfactory written evidence from the Comptroller of Public Accounts of the State of Texas that the Limited Liability Company is able to transact business in Texas.

10. TITLE COMPANY REQUIRES signed copy of Settlement Statement.

11. An "Affidavit as to Debts and Liens" must be completed by Owner/Seller, executed, notarized and returned prior to issuance of policy.

12. Tax certificates must show all taxes paid in full, to and including the year 2019. Any taxes shown on such certificates to be due or payable, must be paid at, or prior to, closing, and we must be furnished with copies of the receipt for payment of such taxes.

13. "Rights of parties in possession" shown in Schedule B of this commitment will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.

14. This commitment is issued for the use and benefit of the parties named as Proposed Seller(s), Proposed Buyer(s) and/or the Proposed Lender(s), and it can not be used by any other party for any benefit whatsoever, nor should it be relied upon for any other party for any use whatsoever.

NOTICE: The title insurance policy being issued to you contains an arbitration provision.

It allows you or the Company to require arbitration if the amount of insurance is $1,000,000 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. NOT APPLICABLE TO TEXAS RESIDENTIAL OWNER POLICY (T-1R).
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 following individuals are directors and/or officers, as indicated, of WFG National Title Insurance Company:

   **DIRECTORS:**
   - Patrick F. Stone
   - A. Steven Ozonian
   - Michael T. Gallaher
   - Joseph V. McCabe
   - Cynthia L. Tucker

   **OFFICERS:**
   - Patrick F. Stone, Chief Executive Officer and Chairman
   - A. Steven Ozonian, Chief Operating Officer and President
   - Michael T. Gallaher, Executive Vice President, Chief Financial Officer and Treasurer
   - Joseph V. McCabe, Executive Vice President, General Counsel and Secretary
   - John R. Wooldridge, Senior Vice President and Controller
   - Cynthia Lee Tucker, Executive Vice President

   Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interests in Williston Financial Group LLC.

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

   **CENTRAL VENTURE, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, D/B/A CENTRAL TITLE COMPANY**

   Shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:

   - Drew Jackson (18.92875%);
   - John Lenhart (18.92875%);
   - A.S.J. Siblings, L.L.C., a Texas Limited Liability Company owned by Sarah Monsour-33.33%, Anne Blaylock-33.33%, and John Lenhart-33.33% (14.285%);
   - Darbex Management, L.L.C., a Texas Limited Liability Company owned by John Miles Darby-100% (18.92875%);
   - Sarah Monsour (18.92875%), Steve Bodenheimer (10.00%)

   Shareholder, owner, partner, or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: **None**

   If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: **None**

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

   - John Miles Darby, President/CEO;
   - Drew Jackson, Secretary/Treasurer;
   - Kathy Newsom, Senior Vice President/COO;
   - Ben Robertson, Senior Vice President.

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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.
You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Policy Type</th>
<th>Amount</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$17,483.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$17,483.00</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.
Title insurance insures you against loss resulting from certain risks to your title.

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

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

When your Policy is issued, the coverage will be limited by the Policy's Exception, 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 (877)366-8781 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 (800)252-3439.

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

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

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

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

Commitment No.: 6190919-1  GF No.: 6190919

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
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.
IMPORTANT NOTICE

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

(877)366-8781

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

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

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AVISO IMPORTANTE

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

(877)366-8781

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

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

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007
PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information:
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability:
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information:
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information:
We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers:
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security:
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE

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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.

Countersigned
Central Title Company

Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

BY:
President

ATTEST:
Secretary

FORM T-7: Commitment for Title Insurance
COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A

Effective Date: April 9, 2020 at 07:00 AM  
Commitment No. 6190919-1, issued April 17, 2020, 02:15 PM  
GF No.: 6190919

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: $3,900,000.00  
      PROPOSED INSURED: Laurel Flats, LLC  
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:  
      PROPOSED INSURED:  
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  
   f. OTHER
      Policy Amount:  
      PROPOSED INSURED:  

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

3. Record title to the land on the Effective Date appears to be vested in:
   Roosth Interests 850, LLC, a Texas limited liability company
4. Legal description of land:

Being all of Lot 9, New City Block 244, SHOLOMANOR ADDITION, City of Tyler, a Re-Subdivision of Block 6 of HUNT & WELLS SUBDIVISION & Lot 13, 14 & 15, Block 1 of Crestway Addition to Sholomanor Addition according to the plat thereof recorded in Cabinet B, Slide 350-B, Plat Records of Smith County, Texas.

THIS COMPANY DOES NOT GUARANTEE THAT THE ABOVE SQUARE FOOTAGE AND/OR ACREAGE CALCULATIONS ARE CORRECT.

Countersigned
Central Title Company

By: ____________________________
Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

BY:
President

ATTEST:
Secretary
SCHEDULE B
Commitment No.: 6190919-1
GF No.: 6190919

EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below:

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's Policy only.)

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

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (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 Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters:
   a. Any purchase money lien created. (Owner Policy only)
   b. Any portion of the property herein described which falls within the boundaries of any road or roadway, including, but not limited to South Baxter Street and East Houston Street.
   c. Easements, dedications or other matters as shown on plat recorded Cabinet B, Slide 350-B, Plat Records, Smith County, Texas.
   d. Rights of tenants in possession, as tenants only, under the terms of any unrecorded leases or rental agreements.
   e. Right of way to the City of Tyler recorded in Volume 681, Page 325, Deed Records of Smith County, Texas.
   f. Easement to the City of Tyler recorded in Volume 2773, Page 101, Land Records of Smith County, Texas.
   h. Bill of Sale and transfer of Steven C. Roosth, Trustee’s natural gas pipeline located at City Block 244 and 254A commonly known as Oaks Apartment to Reliant Energy Entex and recorded in Volume 6128, Page 312, Official Public Records of Smith County, Texas.
   i. All utility and/or other easements, including but not limited to, public and/or private roadways, streets or alleys, and all underground easements whether visible or not.
   j. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
   k. Rights of Parties in Possession. (Owner's Policy only)
   l. Interest in and to all oil, gas or other minerals, and all rights incident thereto, contained in instrument recorded under County Clerks File No. 2020______, Official Public Records, Smith 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).
   m. 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.
Your Policy will not cover loss, costs, attorney's 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 Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

5. Title company requires an Assignment of Contract and earnest money from Saigebrook Development to Laurel Flats, LLC to be executed by all parties.

6. During examination of subject property, we did not locate any outstanding voluntary liens affecting the subject property. It is important to verify with Seller, prior to closing that there are no liens to be released, payoffs to be made, unrecorded liens or other indebtedness which could give rise to any security interest claim in the subject property. Seller(s) must execute the Affidavit as to Debts and Liens at time of closing.

7. TITLE COMPANY REQUIRES:
   (A) a copy of the Articles of Organization and Regulations/Operating Agreement and all amendments and supplements thereto, to determine who has the authority to act on behalf of ROOSTH INTERESTS 850, LLC;
   (B) Company requires a resolution authorizing the transaction and showing proof of authority of those acting on behalf of ROOSTH INTERESTS 850, LLC;
   (C) Satisfactory written evidence from the Comptroller of Public Accounts of the State of Texas that the Limited Liability Company is able to transact business in Texas.

8. Obtain and file for record SPECIAL WARRANTY DEED from a duly appointed officer of ROOSTH INTERESTS 850, LLC, a Texas limited liability company to Laurel Flats, LLC. (NOTE: Contract indicates that the seller are reserving all minerals and surface waiver. The Warranty Deed is to be prepared according to the terms of the sales contract.)

9. Intentionally Deleted
10. TITLE COMPANY REQUIRES signed copy of Settlement Statement.

11. An "Affidavit as to Debts and Liens" must be completed by Owner/Seller, executed, notarized and returned prior to issuance of policy.

12. Tax certificates must show all taxes paid in full, to and including the year 2019. Any taxes shown on such certificates to be due or payable, must be paid at, or prior to, closing, and we must be furnished with copies of the receipt for payment of such taxes.

13. "Rights of parties in possession" shown in Schedule B of this commitment will be deleted from the Owner’s Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owner’s Title Policy will be issued subject to the rights of parties in possession.

14. This commitment is issued for the use and benefit of the parties named as Proposed Seller(s), Proposed Buyer(s) and/or the Proposed Lender(s), and it can not be used by any other party for any benefit whatsoever, nor should it be relied upon for any other party for any use whatsoever.

NOTICE: The title insurance policy being issued to you contains an arbitration provision.

It allows you or the Company to require arbitration if the amount of insurance is $1,000,000 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. NOT APPLICABLE TO TEXAS RESIDENTIAL OWNER POLICY (T-1R).
SCHEDULE D

Commitment No.: 6190919-1
GF No.: 6190919

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 following individuals are directors and/or officers, as indicated, of WFG National Title Insurance Company:

   DIRECTORS:  
   Patrick F. Stone  
   A. Steven Ozonian  
   Michael T. Gallaher  
   Joseph V. McCabe  
   Cynthia L. Tucker  

   OFFICERS:  
   Patrick F. Stone, Chief Executive Officer and Chairman  
   A. Steven Ozonian, Chief Operating Officer and President  
   Michael T. Gallaher, Executive Vice President, Chief Financial Officer and Treasurer  
   Joseph V. McCabe, Executive Vice President, General Counsel and Secretary  
   John R. Wooldridge, Senior Vice President and Controller  
   Cynthia Lee Tucker, Executive Vice President

   Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interests in Williston Financial Group LLC.

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

   CENTRAL VENTURE, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, D/B/A CENTRAL TITLE COMPANY

   Shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:

   Drew Jackson (18.92875%); John Lenhart (18.92875%); A.S.J. Siblings, L.L.C., a Texas Limited Liability Company owned by Sarah Monsour-33.33%, Anne Blaylock-33.33%, and John Lenhart-33.33% (14.285%); Darbex Management, L.L.C., a Texas Limited Liability Company owned by John Miles Darby-100% (18.92875%); Sarah Monsour (18.92875%), Steve Bodenheimer (10.00%)

   Shareholder, owner, partner, or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: None

   If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: None

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

   John Miles Darby, President/CEO; Drew Jackson, Secretary/Treasurer; Kathy Newsom, Senior Vice President/COO; Ben Robertson, Senior Vice President.

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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.
SCHEDULE D
(Continued)

You are further advised that the estimated title premium* is:

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<th>Service</th>
<th>Amount</th>
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<tr>
<td>Owner's Policy</td>
<td>$18,132.00</td>
</tr>
<tr>
<td>Total</td>
<td>$18,132.00</td>
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</tbody>
</table>

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

| Amount | To Whom | For Services |

*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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.
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 entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

When your Policy is issued, the coverage will be limited by the Policy's Exception, 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 (877)366-8781 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.
TEXAS TITLE INSURANCE INFORMATION
(Continued)

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

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

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

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

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

Commitment No.: 6190919-1  GF No.: 6190919

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

Rec'd 4/20/2020- 1:26 PM - EH
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.
IMPORTANT NOTICE

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

(877)366-8781

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

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

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AVISO IMPORTANTE

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

(877)366-8781

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

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

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007
PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information:
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability:
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information:
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information:
We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers:
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security:
We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
2020 HTC Full Application

Part 2 Tab 12

Increase in Eligible Basis

NA
2020 HTC
Full Application

Part 2 Tab 13

Multiple Site Information

NA
2020 HTC
Full Application

Part 2 Tab 14

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.

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<th>** US Representative</th>
<th>District</th>
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** 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.

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2/27/2020
2020 HTC
Full Application

Part 2 Tab 15

Neighborhood Organizations
**Neighborhood Organizations**

1. Name of Organization | Contact Name
   Address | City
   Zip | Phone
       | Fax or Email

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

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

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

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

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.

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

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

### Part 3.

**Neighborhood Organizations (competitive HTC only):**

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

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature of Applicant/Development Owner]

Date: 2/11/20

Brett Johnson
Printed Name

Kansas
Notary Public, State of

Johnson
County of

My Commission expires 4.9.2023

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 11 day of Feb, 2020

[Notary Public Signature]

NOTARY PUBLIC - State of Kansas
Jonnika D. Joseph
My Appt. Seal expiration date: 4.9.2023

2/10/2020
1. **The proposed Development is:** *(Check all that apply)*
   - **New Construction**
   - **Adaptive Reuse**

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

   **Previous TDHCA #**
   - **NA**

   If Acquisition/Rehab or Rehab, original construction year:
   - **NA**

   If Reconstruction,
   - Units Demolished
   - 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)

   Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

   **Certification for Supportive Housing Applications**

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

   - The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.

   - Supportive services are tailored for members of a household with specific non-medical needs (select all that apply)
     - Homeless or Persons at-risk of homelessness
     - Persons with physical, intellectual, and/or developmental disabilities
     - Youth aging out of foster care
     - Persons eligible to receive primarily non-medical home or community-based services
     - Persons transitioning out of institutionalized care
     - Persons unable to secure permanent housing elsewhere due to high barriers
     - Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)
     - Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

   Describe:

   - Services will be provided by the Applicant or an Affiliate of the Applicant.
   - Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
   - 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 development.
The proposed Development is: (Check all that apply)

- **Acquisition/Rehab**
  (adaptive reuse select New Construction here and adaptive reuse in next box)

   - **Previous TDHCA #** | **NA**
   - **If Acquisition/Rehab or Rehab, original construction year:** | **1954**

If Reconstruction,

- **Units Demolished** | **NA**
- **Units Reconstructed** | **NA**

The Target Population will be:

- **General**

  - NOTE: If "Elderly Development", review 10 TAC §11.1(d)(47) to ensure compliance.

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

Certification for Supportive Housing Applications

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

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

Describe:

- Services will be provided by the Applicant or an Affiliate of the Applicant.
- Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
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 ¼ 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.

This is the rehabilitation of an existing multifamily development that was originally constructed in the 1950s and was occupied for residential use prior to March 13, 1991, so it is exempt from Fair Housing and the TDHCA visitability rule. The property has two-story buildings and many buildings have parking as the first story.
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><strong>Interest Rate (%)</strong></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,124,289</td>
<td>0.00%</td>
</tr>
<tr>
<td>Private Activity Mortgage</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
<td>0.00%</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 can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Set-Aside if applicable</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>At-Risk</td>
<td>USDA</td>
</tr>
<tr>
<td>Nonprofit</td>
<td></td>
</tr>
<tr>
<td>USDA</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

Has this site/activity previously applied for TDHCA funds? No
Has this site/activity previously received TDHCA funds? No
If "Yes" Enter Project Number: NA and TDHCA funding source:

Has this site/activity previously received non-TDHCA federal funding? No
If yes, source: NA

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

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

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

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

If a revised form is submitted, date of submission: [__]
1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>89</td>
<td>10</td>
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</tbody>
</table>

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

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

   A. **Unit Sizes**

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

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

   - 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
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

  - Points claimed: 6
  - Points claimed: 9

- 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/ML 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.

- Total Number of Units at 50% or less of AMGI
  - Points claimed: 23

- Number of 30% Units used to score points under §11.9(c)(2)*
  - Points claimed: 9

- Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
  - Points claimed: 14

- 15.91% Percentage used for calculation of eligible points under §11.9(c)(1)

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

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

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

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

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

- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
  - Points claimed: 13

**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)

This box will populate after the calculation is completed.

Average Income from Tab 24

<table>
<thead>
<tr>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
</tr>
</tbody>
</table>

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

- The Average Income for the proposed Development will be 54% or lower (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

OR

Development proposed in all other areas.

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

Application is seeking points for Income Levels of Residents.

Points Claimed: 13

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)]

- Applicant will provide a combination of support services as identified in §11.101(b)(7) and those services will be recorded in the Development's LURA. (10 points)
- Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. (1 point)

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. (6 points)

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)]

- 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.

11. 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.

12. 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.
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
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided:

- X Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

AND

- X UPLOAD SEPARATELY FROM THE APPLICATION, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

NA Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section)
https://www.tdhca.state.tx.us/program-services/ura/relocation.htm

- Number of housing units (including Manufactured Housing Units) on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of businesses on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of nonprofit organizations on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of farms on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

Each of the following items, as applicable, is provided behind this tab:

- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

Relocation Certification for Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Property Acquisition for Non-Relocated Persons Act (42 U.S.C. §§2301 et seq.)
and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.
☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.

Signature of Applicant
Printed Name
Date
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**5000-0000 EXPENSES**

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**5950-0999 TOTAL EXPENSES**

**6950-0999 TOTAL OPERATING INCOME**

**7900-0999 TOTAL NET INCOME BEFORE DEPRECIATION**

**9900-0999 TOTAL NET INCOME (LOSS)**

Page 1
Laurel Flats
Relocation Plan

SUMMARY
Laurel Flats is a substantial interior and partial exterior rehabilitation of The Oaks development in Tyler, TX. Upon construction commencement, current residents will need to temporarily relocate for an approximate 30 to 60 day period while we complete the planned renovations. The developer and management company will manage the relocation process during the construction period. The intention is to temporarily relocate all residents 2 buildings in a rolling manner to shorten the displacement time. The goal is to have 2 – 3 buildings per phase empty and complete the renovations per building in approximately 5 – 6 phases. Any plans surrounding the relocation will comply with the Uniform Relocation Act (if applicable) as well as any other applicable laws or regulations. We are committed to a collaborative process that minimizes the impact to residents during this renovation.

RELOCATION EXPENSES
As part of the relocation process we will pay for the moving expenses and any fees or deposits associated with moving. We have budgeted $1,100 per unit for relocation expenses. This is adequate to cover the per unit cost of moving ($600), storage ($200), deposits ($100) and miscellaneous expenses ($200). We believe this cost is adequate to cover the anticipated costs of relocation per unit. Included in the development budget is $100,000 to cover the costs of relocation for the 89 units. We understand that some units may be vacant at construction commencement. This will allow for coverage of any relocation expenses incurred that are in excess of $1,100 per unit.

RESIDENT CONSULTATION
Upon award of the project and the project is 60 days from construction commencement, we will schedule a resident meeting to discuss the renovation and relocation process. At that time, input will be sought from the residents as to their preference for relocation and also determine any special
accommodations. The input of each resident’s relocation needs and wishes will be accommodated to the best of our ability.
Tenant Notification

Because of the uncertainty of the funding of credits, the current owner would not allow notifications to be sent to current tenants. Upon award, the Developer will notify each tenant of the anticipated transfer of ownership, scope of rehabilitation, and issues related to potential relocations.
must include the square footage of each type of Unit; and
must include floor plans for the accessible Units.

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.

2/27/2020
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<tbody>
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</table>

## TYPE E (BLDG 14) SUMMARY

<table>
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## TYPE H (BLDG 14) SUMMARY

<table>
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</table>

## TYPE E (BLDG 6) SUMMARY

<table>
<thead>
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<th>Type</th>
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<th>Unit</th>
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</tbody>
</table>

## TYPE G (BLDG 13) SUMMARY

<table>
<thead>
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<th>Type</th>
<th>Unit</th>
<th>Type</th>
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</tbody>
</table>

## TYPE H (BLDG 15) SUMMARY

<table>
<thead>
<tr>
<th>Unit</th>
<th>Type</th>
<th>Unit</th>
<th>Type</th>
<th>Unit</th>
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<th>Type</th>
<th>Unit</th>
<th>Type</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

## LAUREL FLATS

REMODEL, ADAPTIVE RE-USE APARTMENTS

TYLER, TEXAS
LAUREL FLATS
REMODEL, ADAPTIVE RE-USE APARTMENTS
TYLER, TEXAS

1 BEDROOM UNIT 1-1
1 BEDROOM UNIT 1-2
2 BEDROOM UNIT 2-1
EFFICIENCY UNIT E-1
EFFICIENCY UNIT E-2
1 BEDROOM UNIT 1-3
EMPLOYEE OCCUPIED 1 BEDROOM UNIT 1-EM
1 BEDROOM ACCESSIBLE UNIT 1-1A
2 BEDROOM ACCESSIBLE UNIT 2-1A
EFFICIENCY ACCESSIBLE UNIT E-1A

760sf Total: 644sf Unit NRA and 116sf Office

Rec'd 4/20/2020 - 1:26 PM - EH
6. The building exteriors will be renovated but will not architecturally change. Unit configurations are not being altered. Per the QAP rules regarding elevations, “Applications for Rehabilitation and Adaptive Reuse may submit photographs if the Unit configurations are not being altered and post-renovation drawings must be submitted if Unit configurations are proposed to be altered.

3. View of west adjoining property (residences) IMG 1521

4. View of subject property to southeast IMG 1522
7. View of pole-mounted transformer located on east boundary of subject property IMG 1531

8. View of central portion of subject property IMG 1533
13. View of storage area IMG 1541

14. View of subject property to northwest IMG 1543
15. View of drainage located on western portion of subject property IMG 1544

16. View of west boundary of subject property to north IMG 1545
17. View of south boundary of subject property to east IMG 1546

18. View of subject property to northeast IMG 1547
21. View of subject property to east IMG 1511

22. View of subject property to southwest IMG 1512
23. View of north boundary of subject property to west IMG 1513

24. View of east boundary of subject property to south IMG 1514
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 unit or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq. Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns T through AF.

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

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
<th>Fourplex</th>
<th>&gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development will have:</td>
<td>Fire Sprinklers</td>
<td>Elevators</td>
<td># of Elevators</td>
<td>WH Capacity</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Development's Amenities

<table>
<thead>
<tr>
<th>Number of Parking Spaces (consistent with Architectural Drawings):</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>31</td>
<td>Uncovered Spaces</td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Number of Buildings

<table>
<thead>
<tr>
<th>Number of Buildings</th>
<th>Number of Stories</th>
<th># of Baths</th>
<th>Number of Units for Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Type</td>
<td>1/7</td>
<td>2</td>
<td>4/5/8/9</td>
</tr>
<tr>
<td>E-1</td>
<td>1</td>
<td>1</td>
<td>432</td>
</tr>
<tr>
<td>E-2</td>
<td>2</td>
<td>1</td>
<td>434</td>
</tr>
<tr>
<td>1.1</td>
<td>1</td>
<td>1</td>
<td>659</td>
</tr>
<tr>
<td>1.2</td>
<td>1</td>
<td>1</td>
<td>508</td>
</tr>
<tr>
<td>1.3</td>
<td>1</td>
<td>1</td>
<td>508</td>
</tr>
<tr>
<td>2.1</td>
<td>2</td>
<td>1</td>
<td>760</td>
</tr>
<tr>
<td>2EM</td>
<td>2</td>
<td>1</td>
<td>760</td>
</tr>
</tbody>
</table>

#### Totals

<table>
<thead>
<tr>
<th>Total # of Residential Buildings</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Buildings</td>
<td>15</td>
</tr>
<tr>
<td>Total # of Units</td>
<td>6</td>
</tr>
<tr>
<td>Total Sq. Ft</td>
<td>51,014</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [ ]

Net Rentable Square Footage from Rent Schedule: 51,014

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

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: [ ]

2/27/20
## 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)

- 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>82</td>
<td></td>
</tr>
</tbody>
</table>

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

### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>95</th>
<th>% Carpet/Vinyl/Resilient Flooring</th>
</tr>
</thead>
<tbody>
<tr>
<td>8&quot;</td>
<td>Ceiling Height</td>
</tr>
<tr>
<td>5</td>
<td>% Ceramic Tile</td>
</tr>
<tr>
<td></td>
<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
</tr>
<tr>
<td></td>
<td>% Other Describe:</td>
</tr>
</tbody>
</table>

### 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

### Units Type Configuration

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-1</td>
<td>1</td>
<td>1</td>
<td>432</td>
<td>6</td>
</tr>
<tr>
<td>E-2</td>
<td>2</td>
<td>1</td>
<td>434</td>
<td>4</td>
</tr>
<tr>
<td>1_1</td>
<td>1</td>
<td>1</td>
<td>659</td>
<td>4</td>
</tr>
<tr>
<td>1_2</td>
<td>1</td>
<td>1</td>
<td>508</td>
<td>4</td>
</tr>
<tr>
<td>1_3</td>
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<tr>
<td>2EM</td>
<td>1</td>
<td>1</td>
<td>664</td>
<td>4</td>
</tr>
</tbody>
</table>

### Totals

<table>
<thead>
<tr>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>2,592</td>
</tr>
<tr>
<td>6</td>
<td>14,498</td>
</tr>
<tr>
<td>2</td>
<td>8,636</td>
</tr>
<tr>
<td>4</td>
<td>11,176</td>
</tr>
<tr>
<td>1</td>
<td>9,880</td>
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<td>15</td>
<td>644</td>
</tr>
<tr>
<td>89</td>
<td>50,898</td>
</tr>
</tbody>
</table>

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

Net Rentable Square Footage from Rent Schedule: ____________________

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

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): 50,898
**Accessibility:**

Include this worksheet in the Application. If prepared by your accessibility professional, the signed and certified sheet shows the calculations.

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

1. 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.

2. 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.

### Mobility Unit Description

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-1 &amp; 2</td>
<td>14</td>
<td>5%</td>
<td>0.7</td>
<td>1</td>
<td>1</td>
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<tr>
<td>1/1</td>
<td>27</td>
<td>5%</td>
<td>1.1</td>
<td>1.1</td>
<td>1</td>
</tr>
<tr>
<td>1/2</td>
<td>23</td>
<td>5%</td>
<td>1.95</td>
<td>1.95</td>
<td>2</td>
</tr>
<tr>
<td>2/1</td>
<td>14</td>
<td>5%</td>
<td>0.7</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>4.45</strong></td>
<td><strong>5.05</strong></td>
<td><strong>5</strong></td>
</tr>
</tbody>
</table>

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/1</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>48</td>
<td></td>
<td><strong>4.2</strong></td>
<td><strong>4</strong></td>
<td><strong>4</strong></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".

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.

Jeffrey S. Gillam
Jones Gillam Renz Architects
2-21-2020
**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. 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.

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EXAMPLE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Jeffrey S. Gillam
Jones Gillam Renz Architects
2-21-2020
### Accessible Parking Calculation

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


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


When parking spaces are in more than one parking lot:


### Accessible Parking for Facilities and Amenities

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.


#### Amenity Identification of amenity, or amenities of a group, that the APS serves

<table>
<thead>
<tr>
<th>Amenity</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>bbq and office</td>
<td>1</td>
</tr>
<tr>
<td>playground/mail (surface)</td>
<td>1</td>
</tr>
<tr>
<td>bbq and office (surface)</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 4
Enter the information indicated below.

Total dwelling units in the Development: 3
Total surface parking spaces (including non-residential): 10
Total carports (including non-residential): 4
Total garages (including non-residential): 1
Total parking spaces of all types: 10
Calculated from above:
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 4
Calculated on prior page:
Total of all types of parking spaces that serve dwelling units: 10
Calculated from above:
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 0
Calculated from above:
Parking spaces that serve dwelling units in excess of one per unit (if applicable): 0
Calculated from above:
APSs required in excess of one per mobility accessible unit: 0
Calculated from above:
Total APSs required (including dwelling units and facilities/amenities): 10
Calculated from above:

Distribution of APSs Among the Various Types of Parking

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 4
Minimum number of carports that must be APSs: 6
Number of garages that must be APSs: 1

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 2

Signature Date: 2/21/2020

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.
### Rent Schedule

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

If **MFDL** only or **MFDL** is the only permanent financing, there cannot be ANY market rate **Units**.

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft)</th>
<th>Total Net Rentable Sq. Ft</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>0</td>
<td>1.0</td>
<td>433</td>
<td>866</td>
<td>369</td>
<td>71</td>
<td>298</td>
<td>596</td>
</tr>
<tr>
<td>TC 50%</td>
<td>3</td>
<td>0</td>
<td>1.0</td>
<td>433</td>
<td>1,299</td>
<td>616</td>
<td>71</td>
<td>545</td>
<td>1,635</td>
</tr>
<tr>
<td>TC 60%</td>
<td>9</td>
<td>0</td>
<td>1.0</td>
<td>433</td>
<td>3,978</td>
<td>739</td>
<td>71</td>
<td>666</td>
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<td>660</td>
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<td>578</td>
<td>5,780</td>
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<td>2</td>
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<td>369</td>
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<tr>
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<td>1</td>
<td>2</td>
<td>1.0</td>
<td>760</td>
<td>760</td>
<td>792</td>
<td>106</td>
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<td>686</td>
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<tr>
<td>TC 60%</td>
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<td>951</td>
<td>106</td>
<td>845</td>
<td>9,295</td>
</tr>
<tr>
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<td>1</td>
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### RENT LIMITS

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<tbody>
<tr>
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</tbody>
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- **TOTAL NONRENTAL INCOME**: $20.00 per unit/month
- **POTENTIAL GROSS MONTHLY INCOME**: $1,780
- **EFFECTIVE GROSS MONTHLY INCOME**: $55,488

### Non Rental Income

- **Non Rental Income** $0.00 per unit/month for: Retained deposits, interest income $1,780
- **late fees, app fees, pet fees**

### Other

- **TOTAL**: 89
- **51,014**: 58,207

### Retained deposits, interest income $1,780

If a revised form is submitted, date of submission: 

2/27/2020
<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>DIRECT LOAN (NHTF)</th>
<th>TAX CREDITS</th>
<th>HOUSING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MR</td>
<td>% of LI Total</td>
<td>TC%</td>
</tr>
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<td></td>
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<td>0</td>
</tr>
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<td>3</td>
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<td>0</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>MORTGAGE</th>
<th>BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>HH/50%</td>
<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
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<tr>
<td>50%</td>
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<tr>
<td>60%</td>
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<tr>
<td>70%</td>
<td>0</td>
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<tr>
<td>80%</td>
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<table>
<thead>
<tr>
<th></th>
<th>OTHER</th>
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</thead>
<tbody>
<tr>
<td>Direct Loan Total</td>
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<tr>
<td>Direct Loan (NHTF)</td>
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</tr>
<tr>
<td>Direct Loan (HOME, TCAP RF, and/or NSP1 PI)</td>
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Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>OTHER</th>
<th>14</th>
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</thead>
</table>

ACQUISITION + HARD COST PER SQ. FT.

| 1/27/2020 | 2/27/2020 |
| 324 | 62 |

<table>
<thead>
<tr>
<th>Cost Per Sq. Ft</th>
<th>Direct Loan</th>
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</thead>
<tbody>
<tr>
<td>$140.65</td>
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<tr>
<td>$119.09</td>
<td>13</td>
</tr>
<tr>
<td>$83.08</td>
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</tbody>
</table>

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.
Rent Schedule

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

If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate units.

Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected / Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>1.0</td>
<td>1</td>
<td>432</td>
<td>432</td>
<td>369</td>
<td>71</td>
<td>298</td>
<td>298</td>
</tr>
<tr>
<td>TC 50%</td>
<td>1</td>
<td>1.0</td>
<td>1</td>
<td>432</td>
<td>432</td>
<td>616</td>
<td>71</td>
<td>545</td>
<td>545</td>
</tr>
<tr>
<td>TC 60%</td>
<td>4</td>
<td>1.0</td>
<td>1</td>
<td>432</td>
<td>1,728</td>
<td>739</td>
<td>71</td>
<td>668</td>
<td>2,672</td>
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<tr>
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<td>1.0</td>
<td>1</td>
<td>434</td>
<td>434</td>
<td>369</td>
<td>71</td>
<td>298</td>
<td>298</td>
</tr>
<tr>
<td>TC 50%</td>
<td>2</td>
<td>1.0</td>
<td>1</td>
<td>434</td>
<td>868</td>
<td>616</td>
<td>71</td>
<td>545</td>
<td>1,090</td>
</tr>
<tr>
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<td>1.0</td>
<td>1</td>
<td>434</td>
<td>2,170</td>
<td>739</td>
<td>71</td>
<td>668</td>
<td>3,340</td>
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<tr>
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<td>1.0</td>
<td>1</td>
<td>508</td>
<td>2,032</td>
<td>396</td>
<td>82</td>
<td>314</td>
<td>1,256</td>
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<tr>
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<td>1.0</td>
<td>1</td>
<td>508</td>
<td>3,048</td>
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<td>82</td>
<td>578</td>
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<tr>
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<td>1.0</td>
<td>1</td>
<td>508</td>
<td>14,732</td>
<td>792</td>
<td>82</td>
<td>710</td>
<td>20,590</td>
</tr>
<tr>
<td>TC 30%</td>
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<td>1</td>
<td>659</td>
<td>1,318</td>
<td>396</td>
<td>82</td>
<td>314</td>
<td>628</td>
</tr>
<tr>
<td>TC 50%</td>
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<td>1</td>
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<td>2,636</td>
<td>660</td>
<td>82</td>
<td>578</td>
<td>2,312</td>
</tr>
<tr>
<td>TC 60%</td>
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<td>1</td>
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<td>792</td>
<td>82</td>
<td>710</td>
<td>11,360</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>2.0</td>
<td>1</td>
<td>760</td>
<td>760</td>
<td>475</td>
<td>106</td>
<td>369</td>
<td>369</td>
</tr>
<tr>
<td>TC 50%</td>
<td>1</td>
<td>2.0</td>
<td>1</td>
<td>760</td>
<td>760</td>
<td>792</td>
<td>106</td>
<td>686</td>
<td>686</td>
</tr>
<tr>
<td>TC 60%</td>
<td>11</td>
<td>2.0</td>
<td>1</td>
<td>760</td>
<td>8,360</td>
<td>951</td>
<td>106</td>
<td>845</td>
<td>9,295</td>
</tr>
<tr>
<td>EO</td>
<td>1</td>
<td>1.0</td>
<td>1</td>
<td>644</td>
<td>644</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tr>
</tbody>
</table>

Non Rental Income $0.00 per unit/month for: Retained deposits, interest income $1,780
Non Rental Income $20.00 per unit/month for: late fees, app fees, pet fees
Non Rental Income $0.00 per unit/month for: $20,000

= POTENTIAL GROSS MONTHLY INCOME = 59,987

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (4,499)
- Rental Concessions (enter as a negative number)

= EFFECTIVE GROSS MONTHLY INCOME = 55,488

x 12 = EFFECTIVE GROSS ANNUAL INCOME = 665,856

If a revised form is submitted, date of submission: 4/20/20
<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
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<td>MRB20%</td>
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<td>0</td>
</tr>
<tr>
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<td>MRB30%</td>
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</tr>
<tr>
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<td>MRB40%</td>
<td>0</td>
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<tr>
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<td>MRB50%</td>
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<td>MRB MR Total</td>
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<tr>
<td>MR</td>
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<td>MRB MR Total</td>
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<tr>
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<td>1%</td>
<td>1%</td>
<td>MRB Total</td>
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</tr>
<tr>
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<td>Direct Loan Total</td>
<td>0</td>
<td>OTHER</td>
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</tr>
</tbody>
</table>
Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>$</td>
<td>11</td>
<td>12</td>
<td>16</td>
<td></td>
<td></td>
<td>City of Tyler 7/2019</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>$</td>
<td>5</td>
<td>6</td>
<td>9</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
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<td>36</td>
<td>45</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>$</td>
<td>11</td>
<td>14</td>
<td>19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
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<td>11</td>
<td>14</td>
<td>17</td>
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<td>Water</td>
<td>Landlord</td>
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</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
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</tr>
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<td>Trash</td>
<td>Landlord</td>
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<td>Tenant</td>
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<td></td>
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<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td>$</td>
<td>71.0</td>
<td>82.0</td>
<td>106.0</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 2/27/2020

7. The Utility Allowance schedule submitted in the application was provided by the City of Tyler PHA; however, the 2019 allowance was inadvertently submitted instead of the 2020 allowance. Please find the attached 2020 allowance, which is also available on the City’s website (scroll down to Quick Links): https://www.cityoftyler.org/government/departments/neighborhood-services/housing-choice-voucher.
# Allowances for Tenant-Furnished Utilities and Other Services

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<thead>
<tr>
<th>Locality:</th>
<th>City of Tyler Housing Authority, TX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Type:</td>
<td>Multi-Family (Apartment/Semi-Detached/Duplex)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utility or Service:</th>
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<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monthly Dollar Allowances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$6.00</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$9.00</td>
<td>$10.00</td>
<td>$11.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td>$35.00</td>
<td>$43.00</td>
<td>$48.00</td>
<td>$53.00</td>
<td>$58.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>c. Electric</td>
<td>$10.00</td>
<td>$11.00</td>
<td>$14.00</td>
<td>$15.00</td>
<td>$20.00</td>
<td>$23.00</td>
</tr>
<tr>
<td>d. Electric Heat Pump</td>
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<td>$10.00</td>
<td>$12.00</td>
<td>$13.00</td>
<td>$15.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>e. Oil / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$1.00</td>
<td>$1.00</td>
<td>$2.00</td>
<td>$3.00</td>
<td>$4.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td>$8.00</td>
<td>$8.00</td>
<td>$13.00</td>
<td>$18.00</td>
<td>$23.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>c. Electric</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$13.00</td>
<td>$15.00</td>
</tr>
<tr>
<td><strong>Other Electric &amp; Cooling</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric (Lights &amp; Appliances) (includes monthly charges)</td>
<td>$31.00</td>
<td>$34.00</td>
<td>$42.00</td>
<td>$50.00</td>
<td>$58.00</td>
<td>$66.00</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$11.00</td>
<td>$12.00</td>
<td>$17.00</td>
<td>$22.00</td>
<td>$27.00</td>
<td>$32.00</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$3.00</td>
<td>$3.00</td>
<td>$5.00</td>
<td>$6.00</td>
<td>$8.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td>$18.00</td>
<td>$20.00</td>
<td>$28.00</td>
<td>$35.00</td>
<td>$48.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>c. Electric</td>
<td>$11.00</td>
<td>$12.00</td>
<td>$16.00</td>
<td>$19.00</td>
<td>$23.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>d. Oil / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water, Sewer, Trash Collection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>$21.00</td>
<td>$22.00</td>
<td>$27.00</td>
<td>$33.00</td>
<td>$38.00</td>
<td>$43.00</td>
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<tr>
<td>Sewer</td>
<td>$22.00</td>
<td>$22.00</td>
<td>$27.00</td>
<td>$31.00</td>
<td>$35.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$18.00</td>
<td>$18.00</td>
<td>$18.00</td>
<td>$18.00</td>
<td>$18.00</td>
<td>$18.00</td>
</tr>
<tr>
<td><strong>Tenant-supplied Appliances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range / Microwave Tenant-supplied</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
</tr>
<tr>
<td>Refrigerator Tenant-supplied</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
</tr>
<tr>
<td><strong>Other—specify: Monthly Charges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Charge $23.27</td>
<td>$23.00</td>
<td>$23.00</td>
<td>$23.00</td>
<td>$23.00</td>
<td>$23.00</td>
<td>$23.00</td>
</tr>
</tbody>
</table>

## Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
</tr>
<tr>
<td>Cooking</td>
<td>$</td>
</tr>
<tr>
<td>Other Electric</td>
<td>$</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$</td>
</tr>
<tr>
<td>Water Heating</td>
<td>$</td>
</tr>
<tr>
<td>Water</td>
<td>$</td>
</tr>
<tr>
<td>Sewer</td>
<td>$</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$</td>
</tr>
<tr>
<td>Range / Microwave</td>
<td>$</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Number of Bedrooms**

- Other $11.00
- Total $23.00
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$6,431</td>
</tr>
<tr>
<td>Advertising</td>
<td>$9,452</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$11,175</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$3,555</td>
</tr>
<tr>
<td>Telephone</td>
<td>$5,432</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
</tbody>
</table>

**Total General & Administrative Expenses:** $36,045

### Management Fee:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Effective Gross Income:</td>
<td>5.00%</td>
</tr>
<tr>
<td>Total</td>
<td>$33,293</td>
</tr>
</tbody>
</table>

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$54,195</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$36,773</td>
</tr>
<tr>
<td>Other</td>
<td>$20,282</td>
</tr>
</tbody>
</table>

**Total Payroll, Payroll Tax & Employee Benefits:** $111,250

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$6,583</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$8,872</td>
</tr>
<tr>
<td>Grounds</td>
<td>$13,452</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$20,893</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
</tbody>
</table>

**Total Repairs & Maintenance:** $49,800

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$17,800</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$14,210</td>
</tr>
<tr>
<td>Trash</td>
<td>$34,740</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$300</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
</tbody>
</table>

**Total Utilities:** $66,750

### Annual Property Insurance:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per rentable square foot:</td>
<td>$0.40</td>
</tr>
<tr>
<td>Source: Smith</td>
<td>$20,406</td>
</tr>
</tbody>
</table>

### Property Taxes:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$53,851</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Property Taxes:** $53,851

### Reserve for Replacements:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit:</td>
<td>$300</td>
</tr>
<tr>
<td>$26,700</td>
<td></td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$3,520</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$3,520</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
</tbody>
</table>

**Total Other Expenses:** $3,520

### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit:</td>
<td>$4513</td>
</tr>
<tr>
<td>$401,615</td>
<td></td>
</tr>
</tbody>
</table>

### NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suntrust</td>
<td>$220,201</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL DEBT SERVICE Debt Coverage Ratio:** 1.20 $220,201

### NET CASH FLOW

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$44,040</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/27/2020
2020 HTC Full Application

Part 4 Tab 27

Proforma
### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$698,484</td>
<td>$712,454</td>
<td>$726,703</td>
<td>$741,237</td>
<td>$756,062</td>
<td>$834,753</td>
<td>$921,635</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$21,360</td>
<td>$21,787</td>
<td>$22,223</td>
<td>$22,667</td>
<td>$23,121</td>
<td>$25,527</td>
<td>$28,184</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$719,844</td>
<td>$734,241</td>
<td>$748,926</td>
<td>$763,904</td>
<td>$779,182</td>
<td>$860,280</td>
<td>$949,819</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($53,988)</td>
<td>($55,068)</td>
<td>($56,169)</td>
<td>($57,293)</td>
<td>($58,439)</td>
<td>($64,521)</td>
<td>($71,236)</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>$665,856</td>
<td>$679,173</td>
<td>$692,756</td>
<td>$706,611</td>
<td>$720,744</td>
<td>$795,759</td>
<td>$878,582</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$36,045</td>
<td>$37,126</td>
<td>$38,240</td>
<td>$39,387</td>
<td>$40,569</td>
<td>$47,031</td>
<td>$54,521</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$33,293</td>
<td>$33,959</td>
<td>$34,638</td>
<td>$35,331</td>
<td>$36,037</td>
<td>$39,788</td>
<td>$43,292</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$111,250</td>
<td>$114,588</td>
<td>$118,025</td>
<td>$121,566</td>
<td>$125,213</td>
<td>$145,156</td>
<td>$168,276</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$49,800</td>
<td>$51,294</td>
<td>$52,833</td>
<td>$54,418</td>
<td>$56,050</td>
<td>$64,978</td>
<td>$75,327</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$17,800</td>
<td>$18,334</td>
<td>$18,884</td>
<td>$19,451</td>
<td>$20,034</td>
<td>$23,225</td>
<td>$26,924</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$48,950</td>
<td>$50,419</td>
<td>$51,931</td>
<td>$53,489</td>
<td>$55,094</td>
<td>$63,869</td>
<td>$74,041</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$20,406</td>
<td>$21,018</td>
<td>$21,649</td>
<td>$22,298</td>
<td>$22,967</td>
<td>$26,625</td>
<td>$30,866</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$53,851</td>
<td>$55,467</td>
<td>$57,131</td>
<td>$58,844</td>
<td>$60,610</td>
<td>$70,263</td>
<td>$81,454</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,700</td>
<td>$27,501</td>
<td>$28,326</td>
<td>$29,176</td>
<td>$30,051</td>
<td>$34,837</td>
<td>$40,386</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,520</td>
<td>$3,626</td>
<td>$3,734</td>
<td>$3,846</td>
<td>$3,962</td>
<td>$4,593</td>
<td>$5,324</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$401,615</td>
<td>$413,330</td>
<td>$425,391</td>
<td>$437,806</td>
<td>$450,587</td>
<td>$520,365</td>
<td>$601,049</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$264,241</td>
<td>$265,843</td>
<td>$267,366</td>
<td>$268,805</td>
<td>$270,157</td>
<td>$275,395</td>
<td>$277,533</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$44,040</td>
<td>$45,641</td>
<td>$47,165</td>
<td>$48,604</td>
<td>$49,956</td>
<td>$55,193</td>
<td>$57,332</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$44,040</td>
<td>$89,681</td>
<td>$136,846</td>
<td>$185,450</td>
<td>$235,406</td>
<td>$498,279</td>
<td>$779,593</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.25</td>
<td>1.26</td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)
**15 Year Rental Housing Operating Pro Forma (All Programs)**

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
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<td>$726,703</td>
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<td>$756,062</td>
<td>$834,753</td>
<td>$921,635</td>
</tr>
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<td>Secondary Income</td>
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<td>$22,667</td>
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<td>$25,527</td>
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<td>$748,926</td>
<td>$763,890</td>
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<td>$860,280</td>
<td>$949,819</td>
</tr>
<tr>
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<td>($55,068)</td>
<td>($56,169)</td>
<td>($57,293)</td>
<td>($58,439)</td>
<td>($64,521)</td>
<td>($71,236)</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>
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<td>$679,173</td>
<td>$692,756</td>
<td>$706,611</td>
<td>$720,744</td>
<td>$795,759</td>
<td>$878,582</td>
</tr>
</tbody>
</table>

**EXPENSES**

| General & Administrative Expenses | $36,045   | $37,126   | $38,240   | $39,387   | $40,569   | $47,031  | $54,521  |
| Management Fee                  | $33,293   | $33,959   | $34,638   | $35,331   | $36,037   | $39,788  | $43,929  |
| Payroll, Payroll Tax & Employee Benefits | $111,250  | $114,588  | $118,025  | $121,566  | $125,213  | $145,156 | $168,276 |
| Repairs & Maintenance           | $49,800   | $51,294   | $52,833   | $54,418   | $56,050   | $64,978  | $75,327  |
| Electric & Gas Utilities        | $17,800   | $18,334   | $18,884   | $19,451   | $20,034   | $23,225  | $26,924  |
| Water, Sewer & Trash Utilities | $48,350   | $50,149   | $51,931   | $53,489   | $55,094   | $63,869  | $74,041  |
| Annual Property Insurance Premiums | $20,406  | $21,018   | $21,649   | $22,298   | $22,967   | $26,625  | $30,866  |
| Property Tax                    | $53,851   | $55,467   | $57,131   | $58,844   | $60,610   | $70,263  | $81,454  |
| Reserve for Replacements        | $26,700   | $27,501   | $28,326   | $29,176   | $30,051   | $34,837  | $40,386  |
| Other Expenses                  | $3,520    | $3,626    | $3,734    | $3,846    | $3,962    | $4,939   | $5,324   |
| TOTAL ANNUAL EXPENSES           | $401,615  | $413,330  | $425,391  | $437,806  | $450,587  | $520,365 | $601,049 |

**NET OPERATING INCOME**

| $264,241          | $265,483  | $267,366  | $268,805  | $270,157  | $275,395  | $277,533 |

**DEBT SERVICE**

| First Deed of Trust Annual Loan Payment | $220,201  | $220,201  | $220,201  | $220,201  | $220,201  | $220,201 |
| Second Deed of Trust Annual Loan Payment |
| Third Deed of Trust Annual Loan Payment |
| Other Annual Required Payment |
| Other Annual Required Payment |

| ANNUAL NET CASH FLOW | $44,040 | $45,641 | $47,165 | $48,604 | $49,956 | $55,193 | $57,332 |
| CUMULATIVE NET CASH FLOW | $44,040 | $89,681 | $136,846 | $185,450 | $235,406 | $498,279 | $779,593 |

**Debt Coverage Ratio**

| 1.20 | 1.21 | 1.21 | 1.22 | 1.23 | 1.25 | 1.26 |

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 projects under $11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name: ____________________________  Phone: ____________________________  Email: ____________________________

Signature, Authorized Representative, Syndicator

Printed Name: ____________________________  Date: ____________________________

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

2/26/2020
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$698,484</td>
<td>$712,454</td>
<td>$726,703</td>
<td>$741,237</td>
<td>$756,062</td>
<td>$834,753</td>
<td>$921,635</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$21,360</td>
<td>$21,787</td>
<td>$22,223</td>
<td>$22,667</td>
<td>$23,121</td>
<td>$25,527</td>
<td>$28,184</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$719,844</td>
<td>$734,241</td>
<td>$748,926</td>
<td>$763,904</td>
<td>$779,182</td>
<td>$860,280</td>
<td>$949,819</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($53,988)</td>
<td>($55,068)</td>
<td>($56,169)</td>
<td>($57,293)</td>
<td>($58,439)</td>
<td>($64,521)</td>
<td>($71,236)</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>$665,856</td>
<td>$679,173</td>
<td>$692,756</td>
<td>$706,611</td>
<td>$720,744</td>
<td>$795,759</td>
<td>$878,582</td>
</tr>
</tbody>
</table>

| EXPENSES                                     |        |        |        |        |        |         |         |
| General & Administrative Expenses            | $36,045 | $37,126 | $38,240 | $39,387 | $40,569 | $47,031 | $54,521 |
| Management Fee                               | $32,293 | $33,959 | $34,638 | $35,331 | $36,037 | $39,788 | $43,929 |
| Payroll, Payroll Tax & Employee Benefits     | $111,250 | $114,588 | $118,025 | $121,566 | $125,213 | $145,156 | $168,276 |
| Repairs & Maintenance                        | $49,800 | $51,249 | $52,833 | $54,418 | $56,050 | $64,978 | $75,327 |
| Electric & Gas Utilities                     | $17,800 | $18,334 | $18,884 | $19,451 | $20,034 | $23,225 | $26,924 |
| Water, Sewer & Trash Utilities              | $48,950 | $50,419 | $51,931 | $53,489 | $55,094 | $63,869 | $74,041 |
| Annual Property Insurance Premiums           | $20,406 | $21,018 | $21,649 | $22,298 | $22,967 | $26,625 | $30,866 |
| Property Tax                                 | $53,851 | $55,467 | $57,131 | $58,844 | $60,610 | $70,263 | $81,454 |
| Reserve for Replacements                    | $26,700 | $27,501 | $28,326 | $29,176 | $30,051 | $34,837 | $40,386 |
| Other Expenses                               | $5,520  | $5,326  | $3,734  | $3,846  | $3,962  | $4,593  | $5,324  |
| TOTAL ANNUAL EXPENSES                        | $401,615 | $413,330 | $425,391 | $437,806 | $450,587 | $520,355 | $601,049 |
| NET OPERATING INCOME                         | $264,241 | $265,843 | $267,366 | $268,805 | $270,157 | $275,395 | $277,533 |

| DEBT SERVICE                                 |        |        |        |        |        |         |         |
| First Deed of Trust Annual Loan Payment      |        |        |        |        |        |         |         |
| Second Deed of Trust Annual Loan Payment     |        |        |        |        |        |         |         |
| Third Deed of Trust Annual Loan Payment      |        |        |        |        |        |         |         |
| Other Annual Required Payment                |        |        |        |        |        |         |         |
| Other Annual Required Payment                |        |        |        |        |        |         |         |
| ANNUAL NET CASH FLOW                         | $44,040 | $45,641 | $47,165 | $48,604 | $49,956 | $55,193 | $57,332 |
| CUMULATIVE NET CASH FLOW                     | $44,040 | $89,681 | $136,846 | $185,450 | $235,406 | $498,279 | $779,593 |
| Debt Coverage Ratio                          | 1.20    | 1.21    | 1.21    | 1.22    | 1.23    | 1.25    | 1.26    |
| Other (Describe)                             |         |         |         |         |         |         |         |
| Other (Describe)                             |         |         |         |         |         |         |         |

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under $11,960(1) relating to Financial Feasibility)

signature, Authorized Representative, Construction or Permanent Lender

Date: 2/27/2020

signature, Authorized Representative, Syndicator

Date: 2/26/2020

Phone: 402-766-4041

Email: sargen@syndicate.com

If a revised form is submitted, date of submission: 2/26/2020
# 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>Potential Gross Annual Rental Income</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Effective Gross Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$698,484</td>
<td>$21,360</td>
<td>($53,988)</td>
<td>$665,856</td>
</tr>
<tr>
<td>2</td>
<td>$712,454</td>
<td>$21,787</td>
<td>($55,068)</td>
<td>$679,173</td>
</tr>
<tr>
<td>3</td>
<td>$726,703</td>
<td>$22,223</td>
<td>($56,169)</td>
<td>$692,756</td>
</tr>
<tr>
<td>4</td>
<td>$741,237</td>
<td>$22,667</td>
<td>($57,293)</td>
<td>$706,611</td>
</tr>
<tr>
<td>5</td>
<td>$756,062</td>
<td>$23,121</td>
<td>($58,439)</td>
<td>$720,744</td>
</tr>
<tr>
<td>10</td>
<td>$834,753</td>
<td>$25,527</td>
<td>($64,521)</td>
<td>$795,759</td>
</tr>
<tr>
<td>15</td>
<td>$921,635</td>
<td>$28,184</td>
<td>($71,236)</td>
<td>$878,582</td>
</tr>
</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th>Year</th>
<th>General &amp; Administrative Expenses</th>
<th>Management Fee</th>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th>Repairs &amp; Maintenance</th>
<th>Electric &amp; Gas Utilities</th>
<th>Water, Sewer &amp; Trash Utilities</th>
<th>Annual Property Insurance Premiums</th>
<th>Property Tax</th>
<th>Reserve for Replacements</th>
<th>Other Expenses</th>
<th>TOTAL ANNUAL EXPENSES</th>
<th>NET OPERATING INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$36,045</td>
<td>$33,293</td>
<td>$111,250</td>
<td>$49,800</td>
<td>$17,800</td>
<td>$48,950</td>
<td>$20,406</td>
<td>$53,851</td>
<td>$26,700</td>
<td>$3,520</td>
<td>$401,615</td>
<td>$264,241</td>
</tr>
<tr>
<td>2</td>
<td>$37,126</td>
<td>$33,959</td>
<td>$114,588</td>
<td>$51,294</td>
<td>$18,334</td>
<td>$50,419</td>
<td>$21,018</td>
<td>$55,467</td>
<td>$27,501</td>
<td>$3,626</td>
<td>$413,330</td>
<td>$265,843</td>
</tr>
<tr>
<td>3</td>
<td>$38,240</td>
<td>$34,638</td>
<td>$118,025</td>
<td>$52,833</td>
<td>$18,884</td>
<td>$51,931</td>
<td>$21,649</td>
<td>$57,131</td>
<td>$28,326</td>
<td>$3,734</td>
<td>$425,391</td>
<td>$267,366</td>
</tr>
<tr>
<td>4</td>
<td>$39,387</td>
<td>$35,331</td>
<td>$121,566</td>
<td>$54,188</td>
<td>$19,451</td>
<td>$53,489</td>
<td>$22,928</td>
<td>$58,844</td>
<td>$30,276</td>
<td>$3,846</td>
<td>$437,806</td>
<td>$268,805</td>
</tr>
<tr>
<td>5</td>
<td>$40,569</td>
<td>$36,037</td>
<td>$125,123</td>
<td>$56,050</td>
<td>$20,034</td>
<td>$55,904</td>
<td>$22,967</td>
<td>$60,610</td>
<td>$30,051</td>
<td>$3,964</td>
<td>$450,587</td>
<td>$270,157</td>
</tr>
<tr>
<td>10</td>
<td>$47,031</td>
<td>$39,788</td>
<td>$145,156</td>
<td>$64,978</td>
<td>$23,225</td>
<td>$63,869</td>
<td>$26,625</td>
<td>$70,263</td>
<td>$34,837</td>
<td>$4,593</td>
<td>$520,365</td>
<td>$275,395</td>
</tr>
<tr>
<td>15</td>
<td>$54,521</td>
<td>$43,929</td>
<td>$168,276</td>
<td>$75,327</td>
<td>$26,924</td>
<td>$74,041</td>
<td>$30,866</td>
<td>$81,454</td>
<td>$40,386</td>
<td>$5,324</td>
<td>$601,049</td>
<td>$277,533</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Third Deed of Trust Annual Loan Payment</th>
<th>Other Annual Required Payment</th>
<th>ANNUAL NET CASH FLOW</th>
<th>CUMULATIVE NET CASH FLOW</th>
<th>Debt Coverage Ratio</th>
<th>Other (Describe)</th>
<th>Other (Describe)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td></td>
<td>$44,040</td>
<td>$44,040</td>
<td>1.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td></td>
<td>$45,641</td>
<td>$44,040 + $45,641</td>
<td>1.21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td></td>
<td>$47,165</td>
<td>$44,040 + $45,641 + $47,165</td>
<td>1.21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td></td>
<td>$48,604</td>
<td>$44,040 + $45,641 + $47,165 + $48,604</td>
<td>1.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td></td>
<td>$49,956</td>
<td>$44,040 + $45,641 + $47,165 + $48,604 + $49,956</td>
<td>1.23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td></td>
<td>$55,193</td>
<td>$44,040 + $45,641 + $47,165 + $48,604 + $49,956 + $55,193</td>
<td>1.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td></td>
<td>$57,332</td>
<td>$44,040 + $45,641 + $47,165 + $48,604 + $49,956 + $55,193 + $57,332</td>
<td>1.26</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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---

Lara Huskey
Signature, Authorized Representative, Construction or Permanent Lender

Phone: 402-334-8899
Email: lhuskey@mhdfinc.com

Printed Name
2-27-20

2/26/2020
2020 HTC Full Application

Part 4 Tab 28

Offsite Cost Breakdown

NA
2020 HTC Full Application

Part 4 Tab 29

Site Work Cost Breakdown
### Site Work Cost Breakdown

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

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

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

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

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

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

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

---

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>$ 8.02</td>
<td>5100 SF</td>
<td>$ 40,889.00</td>
<td></td>
<td></td>
<td>$ 40,889</td>
</tr>
<tr>
<td>Electrical</td>
<td>$ 44,868.00</td>
<td>1 LS</td>
<td>$ 44,868.00</td>
<td></td>
<td></td>
<td>$ 44,868</td>
</tr>
<tr>
<td>Bumper Stops, Striping &amp; Signs</td>
<td>$ 34,368.00</td>
<td>1 LS</td>
<td>$ 34,368.00</td>
<td></td>
<td></td>
<td>$ 34,368</td>
</tr>
<tr>
<td>Selective Demolition</td>
<td>$ 2,683.11</td>
<td>88 EA</td>
<td>$ 236,114.00</td>
<td></td>
<td></td>
<td>$ 236,114</td>
</tr>
<tr>
<td>Landscaping</td>
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<td>1 LS</td>
<td>$ 152,552.00</td>
<td></td>
<td></td>
<td>$ 152,552</td>
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<tr>
<td>Fencing</td>
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<td>800 LF</td>
<td>$ 40,000.00</td>
<td></td>
<td></td>
<td>$ 40,000</td>
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<tr>
<td>Retaining walls</td>
<td>$ 39.23</td>
<td>1200 SF</td>
<td>$ 47,075.00</td>
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<td></td>
<td>$ 47,075</td>
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<tr>
<td>ADA Ramps</td>
<td>$ 14.00</td>
<td>750SF</td>
<td>$ 10,500.00</td>
<td></td>
<td></td>
<td>$ 10,500</td>
</tr>
</tbody>
</table>

---

8. The $10,500 cost of ADA Ramps was included in the line item with Bumper Stops, Striping & Signs for a total allocation of $44,868 to that line item.

---

Signature of Registered Engineer: [Signature]

Printed Name: Brian Ballard

Date: 2/28/2020

If a revised form is submitted, date of submission: [ ]

Seal: [Seal]
2020 HTC
Full Application

Part 4 Tab 30

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:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>ACQUISITION</td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>660,000</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>3,240,000</td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Subtotal Acquisition Cost</td>
<td>$3,900,000</td>
</tr>
<tr>
<td>OFF-SITES&lt;sup&gt;2&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Subtotal Off-Sites Cost</td>
<td>$0</td>
</tr>
<tr>
<td>SITE WORK&lt;sup&gt;3&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>40,889</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>44,868</td>
</tr>
<tr>
<td>On-site paving</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>44,868</td>
</tr>
<tr>
<td>selective demolition</td>
<td>236,114</td>
</tr>
<tr>
<td>Subtotal Site Work Cost</td>
<td>$366,739</td>
</tr>
<tr>
<td>SITE AMENITIES</td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>152,552</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>40,000</td>
</tr>
<tr>
<td>retaining walls</td>
<td>47,075</td>
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<tr>
<td>Subtotal Site Amenities Cost</td>
<td>$239,627</td>
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<tr>
<td>BUILDING COSTS*</td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
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</tr>
<tr>
<td>Masonry</td>
<td>48,170</td>
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<tr>
<td>Metals</td>
<td>0</td>
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<tr>
<td>Woods and Plastics</td>
<td>258,778</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td></td>
</tr>
<tr>
<td>Roof Covering</td>
<td>380,769</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>176,421</td>
</tr>
<tr>
<td>Category</td>
<td>Before 11.9(e)(2)</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Finishes</td>
<td>348,520</td>
</tr>
<tr>
<td>Specialties</td>
<td>693,357</td>
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<tr>
<td>Equipment</td>
<td>347,459</td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,440,697</td>
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<tr>
<td>Electrical</td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
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<tr>
<td>Lead-Based Paint Abatement</td>
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<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
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</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tbody>
</table>

**Subtotal Building Costs**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,238,403</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Building Costs &amp; Site Work</strong></td>
<td><strong>$4,844,769</strong></td>
</tr>
<tr>
<td>(including site amenities)</td>
<td>(including site amenities)</td>
</tr>
<tr>
<td>Contingency</td>
<td>10.00%</td>
</tr>
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</table>

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

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.57 psf</td>
<td>$21.57 psf</td>
</tr>
</tbody>
</table>

**Total Hard Costs**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,329,246</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Contractor Fees**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$746,094</td>
<td>$0</td>
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</tbody>
</table>

**Total Construction Contract**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,075,340</td>
<td>$6,075,340</td>
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</tbody>
</table>

**Voluntary Eligible “Hard Costs” (After 11.9(e)(2))**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$140.66 psf</td>
<td>$140.66 psf</td>
</tr>
</tbody>
</table>

**Soft Costs**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>225,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>75,000</td>
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<tr>
<td>Engineering fees</td>
<td>100,000</td>
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<tr>
<td>Real estate attorney/other legal fees</td>
<td>90,000</td>
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<tr>
<td>Accounting fees</td>
<td>40,000</td>
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<tr>
<td>Impact Fees</td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>18,000</td>
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<tr>
<td>Appraisal</td>
<td>7,500</td>
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<tr>
<td>Market analysis</td>
<td>7,500</td>
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<tr>
<td>Environmental assessment</td>
<td>10,000</td>
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<tr>
<td>Soils report</td>
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</table>

*2/27/2020*
<table>
<thead>
<tr>
<th>Category</th>
<th>Soft Cost</th>
<th>Finance Cost</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing</td>
<td>25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real property taxes</td>
<td>20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFE and builder’s risk</td>
<td>194,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>41,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real property taxes</td>
<td>20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>120,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFE and builder’s risk</td>
<td>194,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>41,000</td>
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<td></td>
</tr>
<tr>
<td>Subtotal Soft Cost</td>
<td>$978,000</td>
<td>$0</td>
<td>$853,000</td>
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<td>FINANCING:</td>
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<tr>
<td>CONSTRUCTION LOAN(S)</td>
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</tr>
<tr>
<td>Interest</td>
<td>728,942</td>
<td>694,230</td>
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<tr>
<td>Loan origination fees</td>
<td>254,000</td>
<td>254,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>110,000</td>
<td>110,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>65,000</td>
<td>65,000</td>
<td></td>
</tr>
<tr>
<td>Inspection fees</td>
<td>15,000</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>PERMANENT LOAN(S)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>35,238</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
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<tr>
<td>Credit report</td>
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<tr>
<td>Discount points</td>
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<tr>
<td>Credit enhancement fees</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRIDGE LOAN(S)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER FINANCING COSTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax credit fees</td>
<td>33,375</td>
<td></td>
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<tr>
<td>Refinance (existing loan payoff amt)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Financing Cost</td>
<td>$1,241,555</td>
<td>$0</td>
<td>$1,138,230</td>
</tr>
<tr>
<td>DEVELOPER FEES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing consultant fees</td>
<td>167,500</td>
<td>167,500</td>
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</tbody>
</table>

2/27/2020
### General & administrative

<table>
<thead>
<tr>
<th>Profit or fee</th>
<th>1,207,486</th>
<th>1,207,486</th>
<th>1,207,486</th>
</tr>
</thead>
</table>

#### Subtotal Developer Fees
- **15.00%**
- **$1,374,986**
- **0**
- **$1,374,986**
- **15.00%**

### RESERVES

| Rent-up - new funds | 310,908 | 0 | 310,908 |
| Rent-up - existing reserves* | 0 | 0 | 0 |
| Operating - new funds | 150,000 | 0 | 150,000 |
| Operating - existing reserves* | 0 | 0 | 0 |
| Replacement - new funds | 0 | 0 | 0 |
| Replacement - existing reserves* | 0 | 0 | 0 |
| Escrows - new funds | 0 | 0 | 0 |
| Escrows - existing reserves* | 0 | 0 | 0 |

**Subtotal Reserves**: $460,908

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

### TOTAL HOUSING DEVELOPMENT COSTS

- **$14,030,788**
- **$1,100,000**
- **$9,441,556**

### Deduct From Basis:

| Federal grants used to finance costs in Eligible Basis | $1,100,000 | $9,441,556 |
| Non-qualified non-recourse financing | $1,100,000 | $9,441,556 |
| Non-qualified portion of higher quality units §42(d)(5) | $1,100,000 | $9,441,556 |
| Historic Credits (residential portion only) | $1,100,000 | $9,441,556 |

#### Total Eligible Basis
- $1,100,000
- $9,441,556

#### **High Cost Area Adjustment (100% or 130%) 130%**
- $1,100,000
- $9,441,556

### Total Adjusted Basis
- $1,100,000
- $12,274,022

### Applicable Fraction
- 99%
- 99%

### Total Qualified Basis
- $13,174,778
- $1,083,612
- $12,091,165

### Applicable Percentage
- 3.33%
- 9.00%

#### Credits Supported by Eligible Basis
- $1,124,289
- $36,084
- $1,088,205

### Credit Request (from 17.Development Narrative)
- $1,124,289

*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.

**Requested Score for 11.9(e)(2)**

| 12 |

Name of contact for Cost Estimate: **Dan Maximuk**

Phone Number for Contact: **913-337-5156**

If a revised form is submitted, date of submission: 2/27/2020
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).

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
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<td></td>
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<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td></td>
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<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td>Horizon</td>
<td>Conventional Loan</td>
<td>$12,700,000</td>
<td>5.50%</td>
<td>1st</td>
<td></td>
</tr>
<tr>
<td>MHDF</td>
<td>Conventional Loan</td>
<td>$3,523,828</td>
<td>5.25%</td>
<td>35</td>
<td>15</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Redstone</td>
<td>HTC</td>
<td>$1,124,289</td>
<td>$1,034,242</td>
<td>$10,342,426</td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Tyler</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overland Property Group</td>
<td></td>
<td>$164,034</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $13,734,242                           | $14,030,788         |
| Total Uses of Funds    | $14,030,788                           |
**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).** |
| **Horizon Bank will provide construction financing in the form of a construction loan. The amount of the construction loan will be $12,700,000 and will be interest-only at an interest rate of 5.50%. MHDF will provide permanent financing in the form of a conventional loan. The perm loan will be in the amount of $3,523,828 at an interest rate of 5.25%. The perm loan will be amortized over 35 years and carry a 15 year term. Redstone will be providing the equity for the project at a syndication rate of $0.92. The total equity contribution will $10,342,426 with 10% of the equity coming in during construction, or $1,034,242. It is currently estimated that $164,034 in developer fee will be deferred. The City of Tyler will be providing a $500 fee reduction.** |
| **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 $300/unit. Operating reserves are being required in the amount of $310,908 and replacement reserves 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**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

| Telephone: | Email address: |

If a revised form is submitted, date of submission: 2/27/2020
## Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rate (%)</td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Horizon</td>
<td>Conventional Loan</td>
<td>$12,700,000</td>
<td>5.50%</td>
<td>1st</td>
</tr>
<tr>
<td>MHDF</td>
<td>Conventional Loan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Redstone</td>
<td>HTC</td>
<td>$ 1,124,289</td>
<td>$ 1,034,242</td>
<td>$ 10,342,426</td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Tyler</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$0</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overland Property Group</td>
<td></td>
<td></td>
<td></td>
<td>$ 164,034</td>
</tr>
<tr>
<td>Other</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>
<tr>
<td>Total Sources of Funds</td>
<td>$ 13,734,242</td>
<td></td>
<td></td>
<td>$ 14,030,788</td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$ 14,030,788</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Horizon Bank will provide construction financing in the form of a construction loan. The amount of the construction loan will be $12,700,000 and will be interest-only at an interest rate of 5.50%. MHDF will provide permanent financing in the form of a conventional loan. The perm loan will be in the amount of $3,523,828 at an interest rate of 5.25%. The perm loan will be amortized over 35 years and carry a 15 year term. Redstone will be providing the equity for the project at a syndication rate of $0.92. The total equity contribution will $10,342,426 with 10% of the equity coming in during construction, or $1,034,242. It is currently estimated that $164,034 in developer fee will be deferred. The City of Tyler will be providing a $500 fee reduction.

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 $300/unit. Operating reserves are being required in the amount of $310,908 and replacement reserves 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  
Andrew Foster  
Printed Name  
2/27/20  
Date

Telephone:  
Email address:  

If a revised form is submitted, date of submission:  
2/26/20
## Schedule of Sources of Funds and Financing Narrative

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

### Financing Participants

<table>
<thead>
<tr>
<th><strong>Funding Description</strong></th>
<th><strong>Construction Period</strong></th>
<th><strong>Permanent Period</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Loan/Equity Amount</strong></td>
<td><strong>Interest Rate (%)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Interest Rate (%)</strong></td>
<td><strong>Position</strong></td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>Horizon</td>
<td>$12,700,000</td>
<td>5.50%</td>
</tr>
<tr>
<td>Horizon</td>
<td>$3,523,828</td>
<td>5.25%</td>
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<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
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<tr>
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</tr>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds

- Total Sources of Funds: $13,734,242
- Total Uses of Funds: $14,030,788

2/27/2020
### 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.

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Per the financing letter requirements, the annual replacement reserves are estimated to be $300/unit. Operating reserves are being required in the amount of $310,908 and replacement reserves 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**: Scott [Signature]

**Printed Name**: Scott Aung

**Date**: 2-27-2020

**Telephone**: 402-761-4041

**Email address**: s.aung@horizonbankne.com

---

If a revised form is submitted, date of submission: 2/26/2020
## Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>$0</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>-</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>-</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>-</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>-</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Horizon</td>
<td>$12,700,000</td>
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</tr>
<tr>
<td></td>
<td>MHDF</td>
<td>$3,523,828</td>
<td>5.25%</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>MHDF</td>
<td>$10,342,426</td>
<td>0.92</td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Redstone</td>
<td>$1,124,289</td>
<td>$1,034,242</td>
<td>$10,342,426</td>
</tr>
<tr>
<td></td>
<td>HTC</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>City of Tyler</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overland Property Group</td>
<td>$164,034</td>
<td>$14,030,788</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $13,734,242 | $14,030,788 |
| Total Uses of Funds    | $14,030,788 |
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

Lara Huskey
Lara Huskey
2-27-20

Signature, Authorized Representative, Construction or Permanent Lender
Printed Name
Date

Telephone: 402-334-8899
Email address: lhuskey@mhdfinc.com

If a revised form is submitted, date of submission: 2/26/2020
2020 HTC
Full Application

Part 4 Tab 32

Multifamily Direct Loan
Financial Capacity

NA
2020 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan Match Funds

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commitment of Development Funding by Local Political Subdivision</td>
<td>133</td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
</tr>
<tr>
<td>City of Tyler</td>
<td></td>
</tr>
<tr>
<td>A letter from an official of the political subdivision stating that</td>
<td></td>
</tr>
<tr>
<td>the political subdivision will provide a loan, grant, reduced</td>
<td></td>
</tr>
<tr>
<td>fees or contribution of other value type, and the terms under which</td>
<td></td>
</tr>
<tr>
<td>it will be provided is in the application.</td>
<td></td>
</tr>
<tr>
<td>The dollar value of the contribution must be in the letter and</td>
<td></td>
</tr>
<tr>
<td>must equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
<td></td>
</tr>
<tr>
<td>The commitment of development funding is reflected in the Application</td>
<td></td>
</tr>
<tr>
<td>as a financial benefit to the Development, i.e. reported as a</td>
<td></td>
</tr>
<tr>
<td>source of funds on the Sources and Uses Form and/or reflected in a</td>
<td></td>
</tr>
<tr>
<td>lower cost in the Development Cost Schedule, such as notation of</td>
<td></td>
</tr>
<tr>
<td>a reduction in building permits and related costs.</td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>1</td>
</tr>
<tr>
<td>2. Financial Feasibility (§11.9(e)(1))</td>
<td></td>
</tr>
<tr>
<td>Eligible Pro-Forma and letter stating the Development is financially</td>
<td>0</td>
</tr>
<tr>
<td>feasible.</td>
<td></td>
</tr>
<tr>
<td>Eligible Pro-Forma and letter stating Development and Principals are</td>
<td>26</td>
</tr>
<tr>
<td>acceptable.</td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>26</td>
</tr>
<tr>
<td>3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3);</td>
<td></td>
</tr>
<tr>
<td>§11.9(e)(4))</td>
<td></td>
</tr>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of</td>
<td>10.11%</td>
</tr>
<tr>
<td>AMGI.</td>
<td></td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>8.01%</td>
</tr>
<tr>
<td>Eligibility for points:</td>
<td></td>
</tr>
<tr>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice</td>
<td>0</td>
</tr>
<tr>
<td>Neighborhood Funding</td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
<tr>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>3</td>
</tr>
</tbody>
</table>

2/27/2020
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
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 27, 2020

Pat Beatty
Overland Property Group, LLC
227 N Santa Fe, Suite 310
Salina, KS 67401

RE: Laurel Flats, LLC Low Income Housing Tax Credit Project, Tyler, Texas

Dear Pat:

Horizon Bank is pleased to offer construction financing for the Laurel Flats, LLC Low Income Housing Tax Credit project. In connection with this letter, we have reviewed the application for funding, including the proposed development and operating budgets, as well as the attached 15-year pro forma prepared by the Overland Property Group, LLC for the Laurel Flats, LLC to be located in Tyler, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Horizon 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. These projections, which indicate that the Laurel Flats, LLC Low income housing tax credit project is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point and are subject to due diligence review by Horizon Bank. In addition, in issuing this letter, Horizon Bank has performed a preliminary review of the credit worthiness of Overland Property Group, LLC its guarantors and principals, Horizon Bank has had a long relationship with the Overland Property Group, LLC and the bank has no reservations with any of the Principals of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

The terms of the Construction loan will be as follows:

Borrower: The Laurel Flats, LLC
Amount: Up to $12,700,000
Rate: 5.50%-fixed for the term of the loan (up to 24 months from the date of closing). This fixed rate is determined based upon the Bank’s cost of funds and internal loan policy.
Advances: This loan will provide for monthly advances during the construction period, typically through a title insurance company per the loan disbursement procedures to be agreed upon.
Payments: An interest payment will be due twelve months from the date of the loan with all remaining interest and principal due at maturity.
Security: A Deed of Trust in an amount equal to the construction loan to be filed in first position.
Prepayment: Prepayment is allowed with no prepayment penalty.
Guarantees: Guarantees during construction TBD.
Fees: There will be a fee of 1% of the principal amount of the loan plus reimbursement of normal construction loan expenses including but not limited to title insurance, appraisal, filing fees, etc. Legal fees will be $7,500. These expenses will be due and payable on the closing date.

Inspection fee: $500.00 for each inspection.

Additional Requirements:
Horizon Bank will work with the borrower and the syndicator to coordinate all due diligence requirements. All underwriting conditions outlined by the syndicator, and the Texas Department of Housing and Community Affairs must be met prior to or concurrently with the bank’s loan closings and funding. The loan-to-value of the development, based upon the appraisal, shall be equal to or less than 80%.

Horizon Bank reserves the right to amend these requirements upon final review of all documentation with emphasis on the Texas Department of Housing and Community Affairs Tax Credit Application and terms and conditions provided by the syndicator. This commitment is contingent upon Tax Credits being allocated to this development.

This commitment is available if accepted by March 15, 2020 and closed no later than October 31, 2020. Horizon Bank understands that these numbers may change prior to closing. We appreciate the opportunity to work with you on this development.

Sincerely,

Scott Argo
Vice President
February 27, 2020

Pat Beatty
Overland Property Group, LLC
227 N Santa Fe, Suite 310
Salina, KS 67401

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Additional Requirements:
Horizon Bank will work with the borrower and the syndicator to coordinate all due diligence requirements. All underwriting conditions outlined by the syndicator, and the Texas Department of Housing and Community Affairs must be met prior to or concurrently with the bank’s loan closings and funding. The loan-to-value of the development, based upon the appraisal, shall be equal to or less than 80%.

Horizon Bank reserves the right to amend these requirements upon final review of all documentation with emphasis on the Texas Department of Housing and Community Affairs Tax Credit Application and terms and conditions provided by the syndicator. This commitment is contingent upon Tax Credits being allocated to this development.

This commitment is available if accepted by March 15, 2020 and closed no later than October 31, 2020. Horizon Bank understands that these numbers may change prior to closing. We appreciate the opportunity to work with you on this development.

Sincerely,

Scott Argo
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>
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<td>$58,844</td>
<td>$60,610</td>
<td>$70,263</td>
<td>$81,454</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,700</td>
<td>$27,501</td>
<td>$28,326</td>
<td>$29,176</td>
<td>$30,051</td>
<td>$34,837</td>
<td>$40,386</td>
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<tr>
<td>Other Expenses</td>
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<td>$3,626</td>
<td>$3,734</td>
<td>$3,846</td>
<td>$3,962</td>
<td>$4,939</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$401,615</td>
<td>$413,330</td>
<td>$425,391</td>
<td>$437,806</td>
<td>$450,587</td>
<td>$520,365</td>
<td>$601,049</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$264,241</td>
<td>$265,843</td>
<td>$267,366</td>
<td>$268,805</td>
<td>$270,157</td>
<td>$275,395</td>
<td>$277,533</td>
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<th>DEBT SERVICE</th>
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<td>First Deed of Trust Annual Loan Payment</td>
<td>$220,201</td>
<td>$220,201</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$220,201</td>
<td>$220,201</td>
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<td>$220,201</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$220,201</td>
<td>$220,201</td>
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<td>$220,201</td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
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<td>Other Annual Required Payment</td>
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<td></td>
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</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$44,040</td>
<td>$45,641</td>
<td>$47,165</td>
<td>$48,504</td>
<td>$49,956</td>
<td>$55,193</td>
<td>$57,332</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$44,040</td>
<td>$89,681</td>
<td>$136,846</td>
<td>$185,450</td>
<td>$235,406</td>
<td>$498,279</td>
<td>$779,593</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.25</td>
<td>1.26</td>
</tr>
</tbody>
</table>

By signing below I (we) am/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 $11.960(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/26/2020
## Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Horizon</td>
<td>Conventional Loan</td>
<td>$12,700,000</td>
<td>5.50%</td>
<td>1st</td>
<td>1st</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC</td>
<td>$1,124,289</td>
<td>$1,034,242</td>
<td>$10,342,426</td>
<td>0.92</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Tyler</td>
<td>$500</td>
<td>$1,124,289</td>
<td>$1,034,242</td>
<td>$10,342,426</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Overland Property Group</td>
<td>$164,034</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds**: $13,734,242

**Total Uses of Funds**: $14,030,788

2/27/2020
**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).

Horizon Bank will provide construction financing in the form of a construction loan. The amount of the construction loan will be $12,700,000 and will be interest-only at an interest rate of 5.50%. Suntrust will provide permanent financing in the form of a conventional loan. The permanent loan will be in the amount of $3,523,828 at an interest rate of 5.25%. The permanent loan will be amortized over 35 years and carry a 15 year term. Redstone will be providing the equity for the project at a syndication rate of 0.92. The total equity contribution will $10,342,426 with 10% of the equity coming in during construction, or $1,034,242. It is currently estimated that $164,034 in developer fee will be deferred. The City of Tyler will be providing a $500 fee reduction.

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 $300/unit. Operating reserves are being required in the amount of $310,908 and replacement reserves 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**  
Scott C...  
**Printed Name**  
Scott Argo  
**Date**  
12-27-2020

Telephone: 402-784-1804
Email address: scargo@horizonbankne.com

If a revised form is submitted, date of submission: 2/26/2020
February 27, 2020

Pat Beatty
Overland Property Group
5345 W. 151st Terrace
Leawood, KS 66224

RE: Laurel Flats – MHDF Loan

Dear Pat Beatty,

Midwest Housing Development Fund, Inc. (MHDF) will provide a loan in the amount of $3,523,828 to Laurel Flats, LLC. The purpose of the loan will be used to assist in the financing for Laurel Flats which will consist of 89 units in Tyler, Texas.

Based upon the initial financial projections and assumptions that you have provided to us, MHDF will fund a loan in the amount of $3,523,828 which includes a loan fee for legal expenses of $3,500 and no loan origination fee. The loan will have a fixed rate of interest at 5.25%.

The loan term will be approximately 15 years with principal and interest payments beginning after loan advance at or near project stabilization based on a 35-year amortization schedule. The loan maturity date is based upon the end of the initial 15-year low income housing tax credit compliance period. The loan cannot be repaid prior to 5 years before maturity. If the loan is repaid five years or less before maturity the borrower may be required to pay prepayment penalty based on after based on the year of prepayment and the current balance of the loan: year 5 to 4 prior to maturity – 5%; year 4 to 3 prior to maturity – 4%; year 3 to 2 prior to maturity - 3%; year 2 to 1 prior to maturity – 2%, final year prior to maturity – 1%.

The loan must be in first lien position upon construction completion. The loan will be non-recourse. Fees associated with recording of the property will be the responsibility of Overland Property Group.

The attached 15-year pro forma was prepared by OPG Laurel Flats, LLC for Laurel Flats, located in Tyler, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on MHDF’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Laurel Flats, LLC and its Principals. At this time, MHDF has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.
The above loan and terms are conditional upon (a) award of tax credits, (b) commitment to syndicate with Midwest Housing Equity Group, (c) appraisal of as-built value based on restricted rents, excluding the value of credits, of at least $4,325,000, (d) receipt of all necessary due diligence, (e) final underwriting of the loan, and (f) review of documentation and the terms and conditions provided by Midwest Housing Equity Group. This commitment is available until February 24, 2021.

Thank you for the opportunity to assist in your financing needs and to partner with you on a great project.

Sincerely,

Lara Huskey
Executive Vice President

Accepted by:

[Signature]
Managing Partner

2/27/20
February 27, 2020

Pat Beatty
Overland Property Group
5345 W. 151st Terrace
Leawood, KS  66224

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Lara Huskey
Executive Vice President

Accepted by:
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<td>$55,467</td>
<td>$57,131</td>
<td>$58,844</td>
<td>$60,610</td>
<td>$70,263</td>
<td>$81,454</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,700</td>
<td>$27,501</td>
<td>$28,326</td>
<td>$29,176</td>
<td>$30,051</td>
<td>$34,837</td>
<td>$40,386</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,520</td>
<td>$3,626</td>
<td>$3,734</td>
<td>$3,846</td>
<td>$3,962</td>
<td>$4,593</td>
<td>$5,324</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$401,615</td>
<td>$413,330</td>
<td>$425,391</td>
<td>$437,806</td>
<td>$450,587</td>
<td>$520,365</td>
<td>$601,049</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$264,241</td>
<td>$265,843</td>
<td>$267,366</td>
<td>$268,805</td>
<td>$270,157</td>
<td>$275,395</td>
<td>$277,533</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Service</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$44,040</td>
<td>$45,641</td>
<td>$47,165</td>
<td>$48,604</td>
<td>$49,956</td>
<td>$55,193</td>
<td>$57,332</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$44,040</td>
<td>$89,681</td>
<td>$136,846</td>
<td>$185,450</td>
<td>$235,406</td>
<td>$498,279</td>
<td>$779,593</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.25</td>
<td>1.26</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)

Lara Huskey
Signature, Authorized Representative, Construction or Permanent Lender
Printed Name: Lara Huskey
Phone: 402-334-8899
Email: lhuskey@mhdfinc.com
Date: 2-27-20

Signature, Authorized Representative, Syndicator
Printed Name: [Signature]
Date: [Date]

If a revised form is submitted, date of submission: [Date] 2/26/2020

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.
### Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Horizon</td>
<td>Conventional Loan</td>
<td>$12,700,000 5.50%</td>
<td>1st</td>
<td>$3,523,828 5.25%</td>
<td>35</td>
</tr>
<tr>
<td>MHDF</td>
<td>Conventional Loan</td>
<td>$10,342,426</td>
<td>0.92</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Redstone</td>
<td>HTC</td>
<td>$1,124,289</td>
<td>$1,034,242</td>
<td>$10,342,426</td>
<td>0.92</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Tyler</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$500</td>
<td>$ -</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overland Property Group</td>
<td></td>
<td></td>
<td></td>
<td>$164,034</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Sources of Funds $13,734,242 $14,030,788

Total Uses of Funds $14,030,788

2/27/2020
**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).

Horizon Bank will provide construction financing in the form of a construction loan. The amount of the construction loan will be $12,700,000 and will be interest-only at an interest rate of 5.50%. MHDF will provide permanent financing in the form of a conventional loan. The perm loan will be in the amount of $3,523,828 at an interest rate of 5.25%. The perm loan will be amortized over 35 years and carry a 15 year term. Redstone will be providing the equity for the project at a syndication rate of $0.92. The total equity contribution will $10,342,426 with 10% of the equity coming in during construction, or $1,034,242. It is currently estimated that $164,034 in developer fee will be deferred. The City of Tyler will be providing a $500 fee reduction.

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 $300/unit. Operating reserves are being required in the amount of $310,908 and replacement reserves 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**

**Lara Huskey**

**Telephone**: 402-334-8899

**Email address**: lhuskey@mhdfinc.com

**Printed Name**

**Date**

2-27-20

2-26/2020
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 27, 2020

Mr. Pat Beatty
5345 W. 151st Terrace
Leawood, KS 66224

Re: Laurel Flats
Tyler, TX

Dear Pat,

Red Stone Equity Partners, LLC (“Red Stone”) is pleased to be given an opportunity to submit a proposal on Laurel Flats ("Project") located in Tyler, Texas. This letter serves as an outline of the business terms regarding the acquisition of investor member interests in OPG Laurel Flats Partners, LLC, (the “Company”) that will own the Project. Red Stone or its designee (the “Investor Member”) will acquire a 99.99% investor member interest (the “IM Interest”) and a 0.001% special investor member interest (the “SIM Interest”) in the Company. The terms of this proposal are subject to ratification and countersignature by Red Stone’s investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Company has been formed to acquire, own, develop and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits (“Housing Credits”) under Section 42 of the Internal Revenue Code. The Project will consist of 89 residential units for rent to low-income seniors. The Project will consist of one residential building located in the City of Tyler, Smith County, within the State of Texas. Within the Project, 88 of the units are expected to be Housing Credit compliant, and 1 unit will be a manager’s unit. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Texas Department of Housing & Community Affairs. The means for such conformance shall be reviewed by and be acceptable to Red Stone.
<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Units</th>
<th>Income Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 BR / 1 BA</td>
<td>2</td>
<td>30% AMI</td>
</tr>
<tr>
<td>0 BR / 1 BA</td>
<td>3</td>
<td>50% AMI</td>
</tr>
<tr>
<td>0 BR / 1 BA</td>
<td>9</td>
<td>60% AMI</td>
</tr>
<tr>
<td>1 BR / 1 BA</td>
<td>6</td>
<td>30% AMI</td>
</tr>
<tr>
<td>1 BR / 1 BA</td>
<td>10</td>
<td>50% AMI</td>
</tr>
<tr>
<td>1 BR / 1 BA</td>
<td>45</td>
<td>60% AMI</td>
</tr>
<tr>
<td>2 BR / 1 BA</td>
<td>1</td>
<td>30% AMI</td>
</tr>
<tr>
<td>2 BR / 1 BA</td>
<td>11</td>
<td>50% AMI</td>
</tr>
<tr>
<td>2 BR / 1 BA</td>
<td>1</td>
<td>60% AMI</td>
</tr>
<tr>
<td>1 BR / 1 BA</td>
<td>1</td>
<td>EO</td>
</tr>
</tbody>
</table>

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

<table>
<thead>
<tr>
<th>Closing Date</th>
<th>June 1, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion Date</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>First Unit Leased</td>
<td>July 1, 2022</td>
</tr>
<tr>
<td>Last Unit Leased</td>
<td>December 31, 2022</td>
</tr>
<tr>
<td>Stabilized Operations</td>
<td>April 1, 2023</td>
</tr>
</tbody>
</table>

2. **Project Ownership.** OPG Laurel Flats Partners MM, LLC will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Company. Any change in the ownership of the Managing Member shall be subject to Red Stone’s consent. The anticipated ownership structure and other key Project participants are set forth below.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Name</th>
<th>Ownership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Member</td>
<td>OPG Laurel Flats Partners MM, LLC</td>
<td>0.009%</td>
</tr>
<tr>
<td>Investor Member</td>
<td>RSEP Holding, LLC, or its designee</td>
<td>99.99%</td>
</tr>
<tr>
<td>Special Investor</td>
<td>Red Stone Equity Manager, LLC, or its designee</td>
<td>0.001%</td>
</tr>
<tr>
<td>Developer</td>
<td>Overland Property Group</td>
<td></td>
</tr>
<tr>
<td>Guarantors1</td>
<td>Managing Member, Pat Beatty, Rex Vanier, Brett Johnson, and Matthew Gillam</td>
<td></td>
</tr>
<tr>
<td>General Contractor</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Property Manager</td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

---

1 The Guarantors will guarantee certain of the Managing Member’s obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.
3. **Tax Credits.** The Project expects to receive an allocation of 9% Housing Credits from the Texas Department of Housing & Community Affairs (the “Agency”) for the year 2020 in an annual amount of $1,124,289. The total Housing Credits anticipated to be delivered to the Company is $11,242,890 (the “Projected Federal LIHTC”).

4. **Capital Contribution.** Red Stone will acquire its Investor Member Interest in the Company for a total capital contribution of $10,342,426, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

<table>
<thead>
<tr>
<th>Credit Type</th>
<th>Total amount</th>
<th>LP amount</th>
<th>Pricing Factor</th>
<th>Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Federal LIHTC</td>
<td>$11,242,890</td>
<td>$11,241,765</td>
<td>$0.92</td>
<td>$10,342,426</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$10,342,426</td>
</tr>
</tbody>
</table>

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over one year; and 100% of depreciation on personal property being taken over one year. The allocation of the depreciable line items is subject to Red Stone’s review and approval.

Red Stone will fund its capital contribution pursuant to the following schedule:

A. 10% ($1,034,242) shall be paid upon the later of (a) the execution of the Company Agreement, (b) receipt and approval of all due diligence items on Red Stone’s due diligence checklist, (c) receipt by the Company of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) receipt of commitments of the additional financing sources described in Paragraph 11, and (e) closing and initial funding of the construction loan and the soft loans.

B. 15% ($1,551,364) upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect’s certificate of lien-free substantial completion, and (c) and July 1, 2022.

C. 70% ($7,239,698) upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project’s permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio (“DSC”) and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) calculations of the preliminary adjusters have been prepared, and (h) April 1, 2023.
D. 5% ($517,121) upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) achievement of Stabilized Operations as defined in 7(B)(i) below, (c) receipt of IRS Form 8609s and a recorded extended use agreement, (d) receipt and review of an acceptable initial tenant file audit, and (e) calculations of final adjusters have been prepared.

5. **Adjusters**

A. **Increase or Decrease in Housing Credits.** In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.92 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone’s capital contribution will be reduced by an amount equal to the product of (i) $0.92 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC (“Adjustment Amount”). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the Managing Member will make a payment (which payment shall be guaranteed by the Guarantors) to the Company equal to the amount of such excess, and the Company will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. **Timing of Housing Credit Delivery.** In addition to the Adjustment Amount, Red Stone’s capital contribution will be similarly reduced if the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the “Late Delivery Adjustment”) of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the “Early Delivery Adjustment”) equal to the product of (i) $0.50 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below. In the event available Credits exceed 5% of the original cap, the fund will make a best efforts attempt
to purchase such Credits, or the Managing Member may identify a Class B Special Investor Member to purchase such Credits.

6. **Reserves.** The Company will fund the following reserves:

   A. **Operating Reserve.** The Company will fund and maintain an Operating Reserve to be funded from the Third Capital Contribution in an amount of $310,908. Any release of funds from the Operating Reserve will be subject to Red Stone’s consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to $310,908 (the “Minimum Balance”) from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the Managing Member, as required pursuant to Paragraph 7(B)(ii) below. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the Managing Member shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Company and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

   B. **Replacement Reserve.** A capitalized Replacement Reserve in the amount of $150,000 shall be established for the benefit of the Company in a segregated account no later than the payment of the third capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $300 per unit or such greater amount specified by the project lenders.

7. **Guarantees.** The Guarantors will guarantee the following obligations of the Managing Member:

   A. **Construction Completion Guarantee.** The Guarantors shall guarantee the Managing Member’s obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guarantee will constitute interest-free loans repayable out of available proceeds of a sale or refinancing described in Paragraph 10(C).

   B. **Operating Deficit Guarantee.** The Guarantors will agree to advance to the Company any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:
(i) The guarantee shall be unlimited until the Project achieves “Stabilized Operations”. Stabilized Operations is to be defined as the later to occur of (i): construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service, if applicable; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 3 consecutive months after funding and commencement of amortization of the Project’s permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute interest-free loans repayable out of available proceeds of a sale or refinancing described in Paragraph 10C.

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the “ODG Period”), the amount shall be limited to $310,908 (the “Maximum ODG Amount”), and will be released provided the Project maintains an average of 1.15 to 1.0 debt service coverage ratio over each of the last consecutive 12 months of the ODG Period. Any amounts so advanced will constitute interest-free loans (“Operating Deficit Loan”) repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10.

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone’s interest upon the occurrence of certain events described in the Company Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Investor Member of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Company and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Investor Member $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Company and the Guarantors, jointly and severally, shall indemnify and hold harmless the Investor Member from and against all
claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the Managing Member’s obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. Construction. The Managing Member will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $6,075,340. The Managing Member shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor’s obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Company. The cost of the construction consultant shall be borne by the Company.

9. Fees. The following fees will be paid by the Company for services rendered in organizing, developing and managing the Company and the Project.

A. Developer Fee. The Developer will earn a developer fee of $1,374,986. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Company to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $164,034 and will accrue interest at 8.00% per annum. The balance of the developer fee that is not projected to be permanently deferred is projected to be $1,374,986 (“Cash Development Fee”) will be paid out of the Capital Contributions in amounts to be determined.

B. Property Management Fee. The property management fee will not exceed a total of 5% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Company will pay Red Stone an annual asset management fee in an amount equal to $5,000 per annum. The asset management fee will be paid annually from available cash flow and such fee shall accrue beginning upon the Closing Date, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Incentive Management Fee. An incentive management fee may be payable to the Managing Member on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.
10. **Distribution of Tax and Cash Benefits.**

A. **Tax Benefits.** Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.99% to the Investor Member, .001% to the Special Investor Member and .009% to the Managing Member. The Investor Member will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Company.

B. **Net Cash Flow Distributions.** Subsequent to substantial completion, distributions of net cash flow, as defined in the Company Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

(i) to the Investor Member in proportion to any tax liability incurred by such partner;

(ii) to the Investor Member, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Investor Member;

(iii) to the Investor Member as payment of any unpaid Asset Management Fee;

(iv) to replenish the Operating Reserve account to the Minimum Balance;

(v) to the payment of any unpaid developer fee, until such fee has been paid in full;

(vi) to the payment of any debts owed to the Managing Member;

(vii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel, and

(viii) the balance, .009% to the Managing Member, .001% to the Special Investor Member, and 99.99% to the Investor Member, or such other amount determined by and acceptable to tax counsel.

Notwithstanding the foregoing, the Investor Members shall receive a minimum of ten percent (10%) of remaining cash flow prior to distributions (vi)-(viii) above.

C. **Distributions upon Sale or Refinance.** Net proceeds resulting from any sale or refinance will be distributed as follows:

(i) in accordance with subparagraphs 10B(i) through (iii) above;

(ii) in accordance with subparagraphs 10B(v) through (vi) above;
(iii) to the Investor Member in an amount equal to any projected exit taxes:

(iv) the balance, 90% to the Managing Member, 9.999% to the Investor Member, and 0.001% to the Special Investor Member, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing.** As a condition to funding the capital contribution described in Paragraph 4, the Managing Member will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone’s consent and all loans will be made directly from the lenders to the Company.

A. **Permanent Loan.** The Company expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

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<td>City of Tyler - $500</td>
<td>Soft - CF</td>
<td>0.00%</td>
<td>360</td>
<td>360</td>
<td>0%</td>
</tr>
</tbody>
</table>

B. **Construction Loan.** In addition to the permanent financing sources described above, it is expected that the project will be financed with a first-lien position construction loan in the maximum amount of $12,700,000 with an approximate interest rate of 5.50% and a term of no less than 24 months.

12. **Purchase Option and Right of First Refusal.** For a period of 2 years following the compliance period, the Managing Member shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the Managing Member at its discretion, the amount of the federal, state, and local tax liability that the Investor Member would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3.

13. **Due Diligence, Opinions and Financial Projections.** The Managing Member will satisfy all of Red Stone’s due diligence requirements, including an acceptable local law opinion. The Investor Member’s tax counsel will provide the tax opinion. The Company will reimburse the Investor Member an amount equal to $50,000 toward the costs incurred by the Investor Member in conducting its due diligence review and for the costs and expenses of Red Stone’s counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone’s other third party reports. Red Stone may deduct this amount from its first Capital Contribution and
such amount will be payable to Red Stone in the event the Managing Member elects not to close the transaction for any reason. The financial projections to be attached to the Company Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the Managing Member. The Managing Member financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Company Closing.** Final Company closing will be contingent upon Red Stone’s receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the Managing Member. Final Company closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone’s review and approval of all third party reports, and (iii) final approval of Red Stone’s investor. Red Stone’s agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Company closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity.** Upon the execution of this Letter of Intent, the Managing Member agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the Managing Member in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.
Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter.

Sincerely,

[Signature]

By: __________________________
Name: Andrew J. Foster
Title: Director

The undersigned approves and accepts the terms of this letter agreement and agrees to work with Red Stone.

MANAGING MEMBER:

By: [Signature]
Its: Managing Partner
Date: 2/27/20

MANAGING MEMBER:

By: __________________________
Its: __________________________
Date: __________________________

GUARANTOR:

By: [Signature]
Its: Managing Partner
Date: 2/27/20

GUARANTOR:

By: __________________________
Its: __________________________
Date: __________________________

GUARANTOR:

By: __________________________
Its: __________________________
Date: __________________________

GUARANTOR:

By: __________________________
Its: __________________________
Date: __________________________
February 27, 2020

Mr. Pat Beatty
5345 W. 151st Terrace
Leawood, KS 66224

Re:  Laurel Flats
      Tyler, TX

Dear Pat,

Red Stone Equity Partners, LLC (“Red Stone”) is pleased to be given an opportunity to submit a proposal on Laurel Flats (“Project”) located in Tyler, Texas. This letter serves as an outline of the business terms regarding the acquisition of investor member interests in OPG Laurel Flats Partners, LLC, (the “Company”) that will own the Project. Red Stone or its designee (the “Investor Member”) will acquire a 99.99% investor member interest (the “IM Interest”) and a 0.001% special investor member interest (the “SIM Interest”) in the Company. The terms of this proposal are subject to ratification and countersignature by Red Stone’s investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Company has been formed to acquire, own, develop and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits (“Housing Credits”) under Section 42 of the Internal Revenue Code. The Project will consist of 89 residential units for rent to low-income seniors. The Project will consist of one residential building located in the City of Tyler, Smith County, within the State of Texas. Within the Project, 88 of the units are expected to be Housing Credit compliant, and 1 unit will be a manager’s unit. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Texas Department of Housing & Community Affairs. The means for such conformance shall be reviewed by and be acceptable to Red Stone.
<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Units</th>
<th>Income Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 BR / 1 BA</td>
<td>2</td>
<td>30% AMI</td>
</tr>
<tr>
<td>0 BR / 1 BA</td>
<td>3</td>
<td>50% AMI</td>
</tr>
<tr>
<td>0 BR / 1 BA</td>
<td>9</td>
<td>60% AMI</td>
</tr>
<tr>
<td>1 BR / 1 BA</td>
<td>6</td>
<td>30% AMI</td>
</tr>
<tr>
<td>1 BR / 1 BA</td>
<td>10</td>
<td>50% AMI</td>
</tr>
<tr>
<td>1 BR / 1 BA</td>
<td>45</td>
<td>60% AMI</td>
</tr>
<tr>
<td>2 BR / 1 BA</td>
<td>1</td>
<td>30% AMI</td>
</tr>
<tr>
<td>2 BR / 1 BA</td>
<td>1</td>
<td>50% AMI</td>
</tr>
<tr>
<td>2 BR / 1 BA</td>
<td>11</td>
<td>60% AMI</td>
</tr>
<tr>
<td>1 BR / 1 BA</td>
<td>1</td>
<td>EO</td>
</tr>
</tbody>
</table>

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

- **Closing Date**: June 1, 2021
- **Completion Date**: July 1, 2022
- **First Unit Leased**: July 1, 2022
- **Last Unit Leased**: December 31, 2022
- **Stabilized Operations**: April 1, 2023

2. **Project Ownership.** OPG Laurel Flats Partners MM, LLC will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Company. Any change in the ownership of the Managing Member shall be subject to Red Stone’s consent. The anticipated ownership structure and other key Project participants are set forth below.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Name</th>
<th>Ownership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managing Member</td>
<td>OPG Laurel Flats Partners MM, LLC</td>
<td>0.009%</td>
</tr>
<tr>
<td>Investor Member</td>
<td>RSEP Holding , LLC, or its designee</td>
<td>99.99%</td>
</tr>
<tr>
<td>Special Investor Member</td>
<td>Red Stone Equity Manager, LLC, or its designee</td>
<td>0.001%</td>
</tr>
<tr>
<td>Developer</td>
<td>Overland Property Group</td>
<td></td>
</tr>
<tr>
<td>Guaran tors</td>
<td>Managing Member, Pat Beatty, Rex Vanier, Brett Johnson, and Matthew Gillam</td>
<td></td>
</tr>
<tr>
<td>General Contractor</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Property Manager</td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

1 The Guarantors will guarantee certain of the Managing Member’s obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.
3. **Tax Credits.** The Project expects to receive an allocation of 9% Housing Credits from the Texas Department of Housing & Community Affairs (the “Agency”) for the year 2020 in an annual amount of $1,124,289. The total Housing Credits anticipated to be delivered to the Company is $11,242,890 (the “Projected Federal LIHTC”).

4. **Capital Contribution.** Red Stone will acquire its Investor Member Interest in the Company for a total capital contribution of $10,342,426, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

<table>
<thead>
<tr>
<th>Credit Type</th>
<th>Total amount</th>
<th>LP amount</th>
<th>Pricing Factor</th>
<th>Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Federal LIHTC</td>
<td>$11,242,890</td>
<td>$11,241,765</td>
<td>$0.92</td>
<td>$10,342,426</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$10,342,426</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over one year; and 100% of depreciation on personal property being taken over one year. The allocation of the depreciable line items is subject to Red Stone’s review and approval.

Red Stone will fund its capital contribution pursuant to the following schedule:

A. 10% ($1,034,242) shall be paid upon the later of (a) the execution of the Company Agreement, (b) receipt and approval of all due diligence items on Red Stone’s due diligence checklist, (c) receipt by the Company of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) receipt of commitments of the additional financing sources described in Paragraph 11, and (e) closing and initial funding of the construction loan and the soft loans.

B. 15% ($1,551,364) upon the later of (a) satisfaction of the funding conditions described in (A) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect’s certificate of lien-free substantial completion, and (c) and July 1, 2022.

C. 70% ($7,239,698) upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project’s permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.15 to 1.00 Debt Service Coverage ratio (“DSC”) and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) calculations of the preliminary adjusters have been prepared, and (h) April 1, 2023.
D. 5% ($517,121) upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) achievement of Stabilized Operations as defined in 7(B)(i) below, (c) receipt of IRS Form 8609s and a recorded extended use agreement, (d) receipt and review of an acceptable initial tenant file audit, and (e) calculations of final adjusters have been prepared.

5. **Adjusters.**

A. **Increase or Decrease in Housing Credits.** In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) $0.92 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone’s capital contribution will be reduced by an amount equal to the product of (i) $0.92 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC (“Adjustment Amount”). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the Managing Member will make a payment (which payment shall be guaranteed by the Guarantors) to the Company equal to the amount of such excess, and the Company will immediately distribute such amount to Red Stone as a return of its capital contribution.

B. **Timing of Housing Credit Delivery.** In addition to the Adjustment Amount, Red Stone’s capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the “Late Delivery Adjustment”) of this reduction will equal the product of (i) $0.65 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the “Early Delivery Adjustment”) equal to the product of (i) $0.50 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below. In the event available Credits exceed 5% of the original cap, the fund will make a best efforts attempt
to purchase such Credits, or the Managing Member may identify a Class B Special Investor Member to purchase such Credits.

6. **Reserves.** The Company will fund the following reserves:

   A. **Operating Reserve.** The Company will fund and maintain an Operating Reserve to be funded from the Third Capital Contribution in an amount of $310,908. Any release of funds from the Operating Reserve will be subject to Red Stone’s consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to $310,908 (the “Minimum Balance”) from cash flow to the extent withdrawals are made. No withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the Managing Member, as required pursuant to Paragraph 7(B)(ii) below. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the Managing Member shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Company and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.

   B. **Replacement Reserve.** A capitalized Replacement Reserve in the amount of $150,000 shall be established for the benefit of the Company in a segregated account no later than the payment of the third capital contribution. The Project operating expenses will include the funding of a Replacement Reserve in the amount of $300 per unit or such greater amount specified by the project lenders.

7. **Guarantees.** The Guarantors will guarantee the following obligations of the Managing Member:

   A. **Construction Completion Guarantee.** The Guarantors shall guarantee the Managing Member’s obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guarantee will constitute interest-free loans repayable out of available proceeds of a sale or refinancing described in Paragraph 10(C).

   B. **Operating Deficit Guarantee.** The Guarantors will agree to advance to the Company any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:
(i) The guarantee shall be unlimited until the Project achieves “Stabilized Operations”. Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service, if applicable; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.15 to 1.00 for 3 consecutive months after funding and commencement of amortization of the Project’s permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will constitute interest-free loans repayable out of available proceeds of a sale or refinancing described in Paragraph 10C.

(ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the “ODG Period”), the amount shall be limited to $310,908 (the “Maximum ODG Amount”), and will be released provided the Project maintains an average of 1.15 to 1.0 debt service coverage ratio over each of the last consecutive 12 months of the ODG Period. Any amounts so advanced will constitute interest-free loans (“Operating Deficit Loan”) repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10.

C. Repurchase Guarantee. The Guarantors will repurchase Red Stone’s interest upon the occurrence of certain events described in the Company Agreement.

D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Investor Member of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Company and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Investor Member $1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations.

E. Environmental Indemnification. The Company and the Guarantors, jointly and severally, shall indemnify and hold harmless the Investor Member from and against all
claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.

F. Guarantors. The Guarantors will guarantee all of the Managing Member’s obligations including those set forth above. The Guarantors will maintain a minimum liquidity of $1,000,000 and a minimum net worth of $5,000,000. The Guarantors will provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. Construction. The Managing Member will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of $6,075,340. The Managing Member shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor’s obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Company. The cost of the construction consultant shall be borne by the Company.

9. Fees. The following fees will be paid by the Company for services rendered in organizing, developing and managing the Company and the Project.

A. Developer Fee. The Developer will earn a developer fee of $1,374,986. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Company to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be $164,034 and will accrue interest at 8.00% per annum. The balance of the developer fee that is not projected to be permanently deferred is projected to be $1,374,986 (“Cash Development Fee”) will be paid out of the Capital Contributions in amounts to be determined.

B. Property Management Fee. The property management fee will not exceed a total of 5% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.

C. Asset Management Fee. The Company will pay Red Stone an annual asset management fee in an amount equal to $5,000 per annum. The asset management fee will be paid annually from available cash flow and such fee shall accrue beginning upon the Closing Date, with the first payment due and payable on or before March 1, 2022, and each anniversary thereafter. The asset management fee will increase annually by 3%.

D. Incentive Management Fee. An incentive management fee may be payable to the Managing Member on an annual basis in an amount equal to 90% of net cash flow, or such other amount as determined by and acceptable to tax counsel to Red Stone.
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B. **Net Cash Flow Distributions.** Subsequent to substantial completion, distributions of net cash flow, as defined in the Company Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:

   (i) to the Investor Member in proportion to any tax liability incurred by such partner;

   (ii) to the Investor Member, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Investor Member;

   (iii) to the Investor Member as payment of any unpaid Asset Management Fee;

   (iv) to replenish the Operating Reserve account to the Minimum Balance;

   (v) to the payment of any unpaid developer fee, until such fee has been paid in full;

   (vi) to the payment of any debts owed to the Managing Member;

   (vii) 90% to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and

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Notwithstanding the foregoing, the Investor Members shall receive a minimum of ten percent (10%) of remaining cash flow prior to distributions (vi)-(viii) above.

C. **Distributions upon Sale or Refinance.** Net proceeds resulting from any sale or refinance will be distributed as follows:

   (i) in accordance with subparagraphs 10B(i) through (iii) above;

   (ii) in accordance with subparagraphs 10B(v) through (vi) above;
(iii) to the Investor Member in an amount equal to any projected exit taxes:

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<td>420</td>
<td>N/A</td>
</tr>
<tr>
<td>City of Tyler - $500</td>
<td>Soft - CF</td>
<td>0.00%</td>
<td>360</td>
<td>360</td>
<td>0%</td>
</tr>
</tbody>
</table>

B. **Construction Loan.** In addition to the permanent financing sources described above, it is expected that the project will be financed with a first-lien position construction loan in the maximum amount of $12,700,000 with an approximate interest rate of 5.50% and a term of no less than 24 months.

12. **Purchase Option and Right of First Refusal.** For a period of 2 years following the compliance period, the Managing Member shall have an option to purchase the Project at the end of the compliance period for a purchase price equal to the greater of (i) fair market value or (ii) the sum of the amount of indebtedness secured by the Project, which indebtedness may be assumed by the Managing Member at its discretion, the amount of the federal, state, and local tax liability that the Investor Member would incur as a result of the sale and any amount of credits below the amount stated in Paragraph 3.

13. **Due Diligence, Opinions and Financial Projections.** The Managing Member will satisfy all of Red Stone’s due diligence requirements, including an acceptable local law opinion. The Investor Member’s tax counsel will provide the tax opinion. The Company will reimburse the Investor Member an amount equal to $50,000 toward the costs incurred by the Investor Member in conducting its due diligence review and for the costs and expenses of Red Stone’s counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone’s other third party reports. Red Stone may deduct this amount from its first Capital Contribution and
such amount will be payable to Red Stone in the event the Managing Member elects not to close the transaction for any reason. The financial projections to be attached to the Company Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the Managing Member. The Managing Member financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

14. **Company Closing.** Final Company closing will be contingent upon Red Stone’s receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the Managing Member. Final Company closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone’s review and approval of all third party reports, and (iii) final approval of Red Stone’s investor. Red Stone’s agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Company closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.

15. **Exclusivity.** Upon the execution of this Letter of Intent, the Managing Member agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the Managing Member in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee.

Remainder of page left intentionally blank
Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter.

Sincerely,

[Signature]

By: __________________________
Name: Andrew J. Foster
Title: Director

The undersigned approves and accepts the terms of this letter agreement and agrees to work with Red Stone.

MANAGING MEMBER:
By: __________________________
Its: __________________________
Date: 2/27/20

GUARANTOR:
By: __________________________
Its: __________________________
Date: 2/27/20
# 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>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$698,484</td>
<td>$712,454</td>
<td>$726,703</td>
<td>$741,237</td>
<td>$756,062</td>
<td>$834,753</td>
<td>$921,635</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$21,360</td>
<td>$21,787</td>
<td>$22,223</td>
<td>$22,667</td>
<td>$23,121</td>
<td>$25,527</td>
<td>$28,184</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$719,844</td>
<td>$734,241</td>
<td>$748,926</td>
<td>$763,890</td>
<td>$779,182</td>
<td>$860,280</td>
<td>$949,819</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($53,988)</td>
<td>($55,068)</td>
<td>($56,169)</td>
<td>($57,293)</td>
<td>($58,439)</td>
<td>($64,521)</td>
<td>($71,236)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$665,856</td>
<td>$679,173</td>
<td>$692,756</td>
<td>$706,611</td>
<td>$720,744</td>
<td>$795,759</td>
<td>$878,582</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Item</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>$36,045</td>
<td>$37,126</td>
<td>$38,240</td>
<td>$39,387</td>
<td>$40,569</td>
<td>$47,031</td>
<td>$54,521</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$33,293</td>
<td>$33,959</td>
<td>$34,638</td>
<td>$35,331</td>
<td>$36,037</td>
<td>$39,788</td>
<td>$43,929</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$111,250</td>
<td>$114,588</td>
<td>$118,025</td>
<td>$121,566</td>
<td>$125,213</td>
<td>$145,156</td>
<td>$168,276</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$49,800</td>
<td>$51,294</td>
<td>$52,833</td>
<td>$54,418</td>
<td>$56,050</td>
<td>$64,978</td>
<td>$75,327</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$17,800</td>
<td>$18,334</td>
<td>$18,884</td>
<td>$19,451</td>
<td>$20,034</td>
<td>$23,225</td>
<td>$26,924</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$48,950</td>
<td>$50,419</td>
<td>$51,931</td>
<td>$53,489</td>
<td>$55,094</td>
<td>$63,869</td>
<td>$74,041</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$20,406</td>
<td>$21,018</td>
<td>$21,649</td>
<td>$22,298</td>
<td>$22,967</td>
<td>$26,625</td>
<td>$30,866</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$53,851</td>
<td>$55,467</td>
<td>$57,131</td>
<td>$58,844</td>
<td>$60,610</td>
<td>$70,263</td>
<td>$81,454</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,700</td>
<td>$27,501</td>
<td>$28,326</td>
<td>$29,176</td>
<td>$30,051</td>
<td>$34,837</td>
<td>$40,386</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$5,320</td>
<td>$6,326</td>
<td>$7,374</td>
<td>$8,384</td>
<td>$9,362</td>
<td>$9,593</td>
<td>$5,324</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$401,615</td>
<td>$413,330</td>
<td>$425,391</td>
<td>$437,806</td>
<td>$450,587</td>
<td>$520,365</td>
<td>$601,049</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$264,241</td>
<td>$265,843</td>
<td>$267,366</td>
<td>$268,805</td>
<td>$270,157</td>
<td>$275,395</td>
<td>$277,533</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Item</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>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
<td>$220,201</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$44,040</td>
<td>$45,641</td>
<td>$47,165</td>
<td>$48,604</td>
<td>$49,956</td>
<td>$55,193</td>
<td>$57,332</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$44,040</td>
<td>$89,681</td>
<td>$136,846</td>
<td>$184,450</td>
<td>$235,406</td>
<td>$498,279</td>
<td>$779,593</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

| Year | 1.20 | 1.21 | 1.21 | 1.22 | 1.23 | 1.25 | 1.26 |

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under $11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: ___________________________ Email: ___________________________

**Signature**

**Printed Name**

**Date**

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

2/26/2020
## Schedule of Sources of Funds and Financing Narrative

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

### Financing Participants

<table>
<thead>
<tr>
<th>Lien Position</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td>$ -</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Debt

- **TDHCA**
  - **MF Direct Loan Const. to Perm. (Repayable)**
    - Loan/Equity Amount: $0
    - Interest Rate: 0.00%
    - Permanent Period: $0, 0.00%, 30, 0, 0, 0

- **TDHCA**
  - **MF Direct Loan Const. Only (Repayable)**
    - Loan/Equity Amount: $0
    - Interest Rate: 0.00%

- **TDHCA**
  - **Multifamily Direct Loan (Soft Repayable)**
    - Loan/Equity Amount: $0
    - Interest Rate: 0.00%

- **TDHCA**
  - **Mortgage Revenue Bond**
    - Loan/Equity Amount: $0
    - Interest Rate: 0.00%

### Horizon

- **Conventional Loan**
  - Loan/Equity Amount: $12,700,000
  - Interest Rate: 5.50%
  - Permanent Period: $3,523,828, 5.25%, 35, 15, 1st

### MHDF

- **Conventional Loan**
  - Loan/Equity Amount: $1,124,289
  - Interest Rate: 5.50%

### Third Party Equity

- **Redstone**
  - **HTC**
    - Loan/Equity Amount: $1,124,289
    - Interest Rate: 0.00%
  
### Grant

- **City of Tyler**
  - **§11.9(d)(2) LPS Contribution**
    - Loan/Equity Amount: $500

### Deferred Developer Fee

- **Overland Property Group**
  - Loan/Equity Amount: $164,034

### Other

- **Direct Loan Match**

### Total Sources of Funds

- $13,734,242

### Total Uses of Funds

- $14,030,788
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).

Horizon Bank will provide construction financing in the form of a construction loan. The amount of the construction loan will be $12,700,000 and will be interest-only at an interest rate of 5.50%. MHDF will provide permanent financing in the form of a conventional loan. The permanent loan will be in the amount of $3,523,828 at an interest rate of 5.25%. The permanent loan will be amortized over 35 years and carry a 15 year term. Redstone will be providing the equity for the project at a syndication rate of 0.92. The total equity contribution will $10,342,426 with 10% of the equity coming in during construction, or $1,034,242. It is currently estimated that $164,034 in developer fee will be deferred. The City of Tyler will be providing a $500 fee reduction.

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 $300/unit. Operating reserves are being required in the amount of $310,908 and replacement reserves 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]

Andrew Foster

[Printed Name]

2/27/20

[Date]

Telephone: __________________________

Email address: _______________________

If a revised form is submitted, date of submission: 2/26/2020
Supporting Documents:
Funding from Local Government
RESOLUTION NO. R-2020-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF SAIGEBROOK DEVELOPMENT, LLC AND O-SDA INDUSTRIES, LLC, AN AFFORDABLE RENTAL HOUSING DEVELOPMENT KNOWN AS LAUREL FLATS, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2020 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS, APPROVING A WAIVER OF DEVELOPMENT /PERMIT FEES IN THE AMOUNT OF $500.00, AUTHORIZING THE MAYOR AND/OR DESIGNATED CITY STAFF TO TAKE ALL NECESSARY OR APPROPRIATE ACTIONS ASSOCIATED THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote the general public welfare; and

WHEREAS, it is the intent of the City Council to promote and encourage affordable housing; and

WHEREAS, Saigebrook Development, LLC and O-SDA Industries, LLC have proposed the construction of the development of affordable rental housing known as Laurel Flats located at 1208 East Houston Street in the City of Tyler, Smith County, Texas; and

WHEREAS, Saigebrook Development, LLC and O-SDA Industries, LLC have communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Housing Tax Credits for the Laurel Flats development; and

WHEREAS, Saigebrook Development, LLC and O-SDA Industries, LLC have requested a waiver of development/permit fees in the amount of $500.00 for the Laurel Flats development as a commitment of development funding from the City of Tyler, Texas; and

WHEREAS, as noted in Tyler City Code Section 1-9, the City Council has the authority to refund, transfer or waive any fee when, in its sole discretion, it determines that circumstances justify such action in order to promote a public purpose or the public welfare; and

WHEREAS, The City of Tyler, Texas has the authority to defer development fees on the property located on 1208 East Houston Street, Tyler, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

Part 1: That the City of Tyler, acting through its governing body, hereby confirms that it supports the proposed Laurel Flats proposed to be located at 1208 East Houston Street and that this formal action has been taken to put on record the opinion expressed by the City of Tyler on February 26, 2020.

Part 2: That the City Council, as governing body of the City of Tyler, Texas, hereby adopts this Resolution as evidence to its commitment of funds in the amount of $500.00 to be provided to the development in the form of a waiver of development /permit fees.
Part 3: That for and on behalf of the governing body, Martin Heines, Mayor, and/or designated City Staff, is hereby authorized, empowered and directed to certify these resolutions to the Texas Department of Housing Community Affairs and to take all other necessary or appropriate steps or actions associated with this development funding.

Part 4: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this 26th day of February, A. D. 2020.

[Signature]
MARTIN HEINES, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

[Signature]
CASSANDRA BRAGER, CITY CLERK

APPROVED:

[Signature]
DEBORAH G. PULLUM,
CITY ATTORNEY
2020 HTC Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
### Sponsor Characteristics (Competitive HTC Only)

Self Score Total: 135

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**
   - **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

   - **Ownership Interest:** 40.00%
   - **Cash flow from operations:** 5.00%
   - **Developer Fee:** 5.00%
   - **Total:** 50.00% (Must equal at least 50% regardless of structure)

   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - **Yes** A detailed narrative describing how that material participation will be achieved is included.
   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - **Yes** A detailed narrative describing experience in each category is included.

   - Mark all that apply
   - **Property Management**
   - **Construction**
   - **Development**
   - **Financing**
   - **Compliance**

   - **X** No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

   - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.
   - **Points Claimed:** 2

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

   - **X** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - **X** A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   - **X** Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   - **Points Claimed:** 2

   - Total Points Claimed: 2

2/27/2020
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company’s profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program: If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SARAI DEVELOPMENT CONSULTING, 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 17-FEB-2017, 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 ofineligibility.

Bobby Pounds, Interim Director
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.
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation
Statements
Material Participation of HUB

The HUB for this application, Sarai Development Consulting, LLC has existing housing experience and is qualified to be a HUB owner on this application. Please see the attached resume that documents expertise and recent experience. The principal for Sarai Development Consulting, LLC, Jasdip Sarai, has a degree in finance and been specifically involved in multifamily finance and development since 2007.

Sarai Development Consulting, LLC has thus far provided assistance with site identification according to TDHCA QAP requirements, reviewed preliminary engineering site plans and architectural schematics, compiled budgets, and developed financing structure for this application.

Sarai Development Consulting, LLC will be involved in this development from award through lease-up and operation through the compliance period.

Mr. Sarai will be an integral part of the financing team and will assist the developer in development construction and operating budgets, and working with financing partners in getting the deal closed. Additionally, Mr. Sarai will visit the property throughout construction, review draws, provide quarterly construction reports to TDHCA, and assist with the cost certification and permanent conversion of the development.

Mr. Sarai will also work with the co-developer with regard to lease up and continued compliance of the property with regard to TDHCA requirements.
EXPERIENCE

**Sarai Development Consulting, LLC** – Austin, TX, Principal 2015 – Present
*Financial Analytical firm specializing in providing due diligence and financial analysis to non-profit and for profit developers of affordable housing*
- Providing broad consulting services which have led to over $268 mm in total tax credit allocations and the construction or rehabilitation of over 2,300 units.
- Assisting clients in transaction structuring, financial modeling, due diligence, feasibility and real estate analysis.
- Coordinating and managing all quantitative aspects in the preparation, submission, underwriting, allocation and post-allocation compliance for 9% and 4% Tax Credit applications.

**S Anderson Consulting, LLC** – Austin, TX, Chief Underwriting Officer 2011 – 2015
*Tax Credit Consulting firm specializing in the development and rehabilitation of multi-family affordable housing projects*
- Responsible for all financial analysis as part of a team whose clients received over $389 mm in total tax credit allocations, leading to the construction or rehabilitation of over 3,700 units.
- Managed the internal underwriting process, including but not limited to; analyzing and guiding Tax Credit applications for compliance and adherence to the Tax Credit Program Underwriting Rules and Guidelines set forth by the Texas Department of Housing and Community Affairs.
- Assisted in the development and implementation of internal strategies meant to enhance the competitiveness of 9% Tax Credit applications.

**Anthem Capital** – New York, NY, Financial Analyst 2007 - 2010
*Boutique merchant banking firm specializing in the placement of debt and equity across the real estate industry*
- Analyzed over $120 million in senior debt, subordinated debt, and equity financings.
- Created and analyzed complex financial models and spreadsheets to forecast financial returns, calculate appropriate ratios, and analyze pro forma effects of various capital raising scenarios.
- Conducted over $120 million in valuations using methodologies including discounted cash flow analysis, asset accumulation, and company comparables.
- Initiated the development of pitch material including the preparation of business plans and in depth market and industry analyses reports.
- Representative transactions: $12.7 mm senior debt for the recapitalization of a retail power center in San Antonio, TX, $4.5 mm mezzanine piece for the development of a mixed-use condo and retail high rise located in the Flat Iron district of New York City, and a $3 mm joint venture for the exploration & production of a CBM natural gas project in the Cook Inlet Basin in Alaska.

EDUCATION

**The University of Texas at Austin** 1997 - 2002
*McCombs School of Business*
- Major: Finance
- Minor: Economics
2020 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.

- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.

- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Organizational Chart -- Ownership Entity

Laurel Flats, LLC

- OPG LF Managers, LLC
  - 0.01% Managing Member

- OPG Holding Company IV, LLC
  - 60% Member

- Sarai Development Consulting, LLC
  - 40% Member
    - (HUB)

- Syndicator TBD
  - 99.99% Limited Partner

- Brett Johnson
  - 25% Ability to Exercise Control

- Rex Vanier
  - 25% Ability to Exercise Control

- Patrick L. Beatty Trust
  - No. 1 Dated September 1, 2010
    - 25%

- Matthew Gillam Trust
  - No. 1 dated August 4, 2017
    - 25%

- Matthew Gillam
  - 100% Sole trustee and only person with control of trust
    - Ability to Exercise Control

- Patrick L. Beatty
  - 100% Sole trustee and only person with control of trust
    - Ability to Exercise Control

- Jasdip Sarai
  - 100%
Organizational Chart -- Developer Entity

Overland Property Group, LLC
- 60% Member
  - Rex Vanier
    - 25%
    - Ability to Exercise Control
  - Brett Johnson
    - 25%
    - Ability to Exercise Control
  - Patrick L. Beatty Trust
    - No. 1 Dated September 1, 2010
    - 25%
    - Ability to Exercise Control
  - Matthew Gillam Trust
    - No. 1 dated August 4, 2017
    - 25%
    - Ability to Exercise Control

Sarai Development Consulting, LLC
- 40% Member
  - (HUB)
  - Jasdip Sarai
    - 100% Member

Patrick L. Beatty
- 100% Sole trustee and only person with control of trust

Matthew Gillam
- 100% Sole trustee and only person with control of trust
Organizational Chart -- Guarantor Entity

Overland Property Group, LLC

- Rex Vanier 25% Ability to Exercise Control
- Brett Johnson 25% Ability to Exercise Control
- Patrick L. Beatty Trust No. 1 Dated September 1, 2010 25%
  - Patrick L. Beatty 100% Sole trustee and only person with control of trust Ability to Exercise Control
- Matthew Gillam Trust No. 1 dated August 4, 2017 25%
  - Matthew Gillam 100% Sole trustee and only person with control of trust Ability to Exercise Control
List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the 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.

Applicant Legal Name: Laurel Flats, LLC
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: 100% Development Owner
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? No
Email: brett@ovpgroup.com

Organization Legal Name: OPG LF Managers, LLC
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: Limited Liability Company
Organization legally formed? No
Date formed: TBF
Previous TDHCA Experience? No
Phone: 9133966310
Email: brett@ovpgroup.com

Organization Legal Name: OPG Holding Company IV, LLC
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: Limited Liability Company
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: pat@ovpgroup.com

Organization Legal Name: Matthew Gillam Trust No. 1 dated August 4, 2017
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: Limited Liability Company
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: pat@ovpgroup.com

Organization Legal Name: Patrick L. Beatty Trust No. 1 Dated September 1, 2010
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: Limited Liability Company
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: pat@ovpgroup.com

Organization Legal Name: Brett Johnson
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Rex Vanier
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Matthew Gillam Trust No. 1 dated August 4, 2017
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Patrick L. Beatty
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Rex Vanier
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Matthew Gillam Trust No. 1 dated August 4, 2017
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Patrick L. Beatty
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Rex Vanier
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Matthew Gillam Trust No. 1 dated August 4, 2017
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Patrick L. Beatty
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Rex Vanier
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the OrganizationOwns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Matthew Gillam Trust No. 1 dated August 4, 2017
Address: 5345 W. 151st Terrance
City: Leawood
State: KS
Zip: 66224
Name(s) of Entities the Organization Owns or Controls: NA
Organization legally formed? Yes
Date formed: 9/1/2010
Previous TDHCA Experience? Yes
Email: brett@ovpgroup.com

Organization Legal Name: Patrick L. Beatty
<table>
<thead>
<tr>
<th>Org. dev</th>
<th>Address: 5345 W. 151st Terrance</th>
<th>City: Leawood</th>
<th>State: KS</th>
<th>Zip: 66224</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>5% of OPG Holding Company IV, LLC and Overland Property Group, LLC</td>
<td></td>
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</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 8/4/2017</td>
<td>Legal Org is or will be: Trust</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 913-396-6310</td>
<td>Email: <a href="mailto:matt@ovpgroup.com">matt@ovpgroup.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Organization Legal Name:</td>
<td>Overland Property Group, LLC</td>
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<tr>
<td>Role/Title:</td>
<td>Co-Dev and Guar</td>
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<td></td>
</tr>
<tr>
<td>Address: 5345 W. 151st Terrance</td>
<td>City: Leawood</td>
<td>State: KS</td>
<td>Zip: 66224</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>95% Co-Developer and 100% Guarantor</td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 2004</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 913-396-6310</td>
<td>Email: <a href="mailto:brett@ovpgroup.com">brett@ovpgroup.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1.</td>
<td>Matthew Gillam</td>
<td>TDHCA Experience: Yes</td>
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<td>2.</td>
<td>NA</td>
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<td>TDHCA Experience:</td>
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<tr>
<td>4.</td>
<td>Matthew Gillam Trust No. 1 dated August 4, 2017</td>
<td>TDHCA Experience: Yes</td>
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<td>5.</td>
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<td>6.</td>
<td>TDHCA Experience:</td>
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<td>Organization Legal Name:</td>
<td>Sarai Development Consulting, LLC</td>
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<tr>
<td>Role/Title:</td>
<td>Member and Co-Dev</td>
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<tr>
<td>Address: 500 Bowery Trails</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78753</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>40% of OPG LF Managers, LLC; 5% Co-Developer</td>
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<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 10/7/2014</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 913-396-6310</td>
<td>Email: <a href="mailto:sarai.kit@gmail.com">sarai.kit@gmail.com</a></td>
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<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
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<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1.</td>
<td>Jasdip Sarai</td>
<td>TDHCA Experience: Yes</td>
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<th>State: TX</th>
<th>Zip: 78753</th>
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<td>Organization legally formed?</td>
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<td>Legal Org is or will be:</td>
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<td>Previous TDHCA Experience?</td>
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<td>List of Sub-Entities or Principals:</td>
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Previous Participation
## Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

### Person/Role:
- Laurel Flats LLC
- OPG LF Managers, LLC

### Email Address:
- brett@ovpgroup.com

### City & State of Home Addr:
- Leawood, KS

### Applicant Legal Name:
- Laurel Flats, LLC

#### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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</table>

#### 2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>TBRA</th>
<th>CFDC</th>
<th>HBA</th>
<th>PWD</th>
<th>Self-Help</th>
<th>DR</th>
<th>HRA</th>
<th>SFD</th>
<th>NSP</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
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</tr>
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Previous Participation Form

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Person/Role: OPG Holding Company IV, LLC
Email Address: brett@ovpgroup.com
City & State of Home Addr: Leawood, KS
Applicant Legal Name: Laural Flats, LLC
OPG Heritage Abilene Partners, LLC
OPG Ridgehill Partners, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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</thead>
<tbody>
<tr>
<td>19234</td>
<td>Residences at Alsbury</td>
<td>Burleson</td>
<td>HTC</td>
<td>in 11/19</td>
<td>NA</td>
</tr>
<tr>
<td>19304</td>
<td>Residences at Overlook Ridge</td>
<td>Canyon Lake</td>
<td>HTC</td>
<td>in 11/19</td>
<td>NA</td>
</tr>
<tr>
<td>19235</td>
<td>Reserves at Saddleback Ranch</td>
<td>Wolfforth</td>
<td>HTC</td>
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</table>

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Community Affairs: CEAP DOE HHSP WAP
CSBG ESG LIHEAP TBRA
HOME: CFDC HBA PWD Self-Help
DR HRA SFD NSP
HTF/OCI: AYBR Bootstrap CFDC
Other:
Previous Participation Form

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<table>
<thead>
<tr>
<th>Person/Role:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overland Property Group, LLC</td>
</tr>
<tr>
<td>Brett Johnson</td>
</tr>
<tr>
<td>Rex Vanier</td>
</tr>
<tr>
<td>Patrick L. Beatty Trust No. 1 dated September 1, 2010</td>
</tr>
<tr>
<td>Patrick Beatty</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address:</th>
</tr>
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<tbody>
<tr>
<td><a href="mailto:brett@ovgroup.com">brett@ovgroup.com</a></td>
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<thead>
<tr>
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<td>Leawood, KS</td>
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</thead>
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<td>12075</td>
<td>Saddlebrook Apartments</td>
<td>Burkburnett</td>
<td>HTC</td>
<td>in 07/12</td>
<td>NA</td>
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<tr>
<td>12060</td>
<td>Reserves at High Plains</td>
<td>Dumas</td>
<td>HTC</td>
<td>in 07/12</td>
<td>NA</td>
</tr>
<tr>
<td>13246</td>
<td>Reserves at Maplewood</td>
<td>Wichita Falls</td>
<td>HTC</td>
<td>in 07/13</td>
<td>NA</td>
</tr>
<tr>
<td>13247</td>
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<td>Lubbock</td>
<td>HTC</td>
<td>in 07/13</td>
<td>NA</td>
</tr>
<tr>
<td>14160</td>
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<td>Borger</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
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<td>Perryton</td>
<td>HTC</td>
<td>in 12/15</td>
<td>NA</td>
</tr>
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<td>Wichita Falls</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>15086</td>
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<td>Wolfforth</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>16322</td>
<td>Reserves at Autumn Sage</td>
<td>Abilene</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>17107</td>
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<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17273</td>
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<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17281</td>
<td>Residences at Arbor Grove</td>
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<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
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<tr>
<td>18369</td>
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<td>Canyon Lake</td>
<td>HTC</td>
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<td>NA</td>
</tr>
<tr>
<td>18314</td>
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<td>Wichita Falls</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
</tr>
<tr>
<td>19234</td>
<td>Residences at Alsbury</td>
<td>Burleson</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
<tr>
<td>19304</td>
<td>Residences at Overlook Ridge</td>
<td>Canyon Lake</td>
<td>HTC</td>
<td>in 07/19</td>
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<td>19235</td>
<td>Reserves at Saddleback Ranch</td>
<td>Wolfforth</td>
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</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.

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<tr>
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<td>HTF/OCI:</td>
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<tr>
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</tr>
<tr>
<td>Bootstrap</td>
</tr>
<tr>
<td>CFDC</td>
</tr>
<tr>
<td>Other</td>
</tr>
</tbody>
</table>

19235 Reserves at Saddleback Ranch | Wolfforth | HTC | in 07/19 | NA |
Previous Participation Form

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Person/Role:
Matthew Gillam Trust No. 1 dated August 4, 2017
Matthew Gillam

Email Address:
matt@ovpgroup.com

City & State of Home Addr:
Leawood, KS

Laural Flats, LLC
OPG Heritage Abilene Partners, LLC
OPG Ridgehill Partners, LLC

Applicant Legal Name:

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role:

Sarai Development Consulting, LLC
Jasdi Sarai

Email Address: Sarai.kit@gmail.com

City & State of Home Addr: Austin, TX

Applicant Legal Name:

Laural Flats, LLC
OPG Heritage Abilene Partners, LLC
OPG Ridgehill Partners, LLC

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<tr>
<td>Other:</td>
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</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td>Overland Property Group, LLC</td>
<td>(913) 396-6310</td>
</tr>
<tr>
<td>Pat Beatty</td>
<td>(913) 337-5156</td>
</tr>
<tr>
<td>Quantum5, Inc.</td>
<td>(913) 337-5156</td>
</tr>
<tr>
<td>Dan Maximuk</td>
<td>(785) 827-0386</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Email</th>
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<tr>
<td><a href="mailto:pat@ovpgroup.com">pat@ovpgroup.com</a></td>
<td>TBD</td>
<td>20-3605982</td>
</tr>
<tr>
<td><a href="mailto:dan@quantum5inc.com">dan@quantum5inc.com</a></td>
<td>TBD</td>
<td>27-4341439</td>
</tr>
<tr>
<td><a href="mailto:jgillam@jgarchitects.com">jgillam@jgarchitects.com</a></td>
<td>TBD</td>
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**Housing General Contractor:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overland Property Group, LLC</td>
<td>(913) 396-6310</td>
</tr>
<tr>
<td>Pat Beatty</td>
<td>(913) 337-5156</td>
</tr>
<tr>
<td>Quantum5, Inc.</td>
<td>(913) 337-5156</td>
</tr>
<tr>
<td>Dan Maximuk</td>
<td>(785) 827-0386</td>
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**Infrastructure General Contractor:**

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**Architect:**

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### Engineer:

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<th>Company</th>
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<tbody>
<tr>
<td>M&amp;S Engineering</td>
<td>Blake Ellison</td>
<td></td>
<td>(830) 228-3302</td>
</tr>
<tr>
<td><a href="mailto:ballison@msengr.com">ballison@msengr.com</a></td>
<td>TBD</td>
<td>742972800.00</td>
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Email: lawson.short@novoco.com

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Civil Engineer:

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<tr>
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<tbody>
<tr>
<td>Enrprotec/Hibb &amp; Todd Inc</td>
<td>BJ Pichard</td>
<td></td>
<td>(325) 725-1369</td>
</tr>
<tr>
<td><a href="mailto:bj.pichard@e-ht.com">bj.pichard@e-ht.com</a></td>
<td>TBD</td>
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Email: lawson.short@novoco.com

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### Market Analyst:

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<tr>
<td>Novogradac &amp; Company</td>
<td>Lawson Short</td>
<td></td>
<td>(214) 236-0750</td>
</tr>
<tr>
<td><a href="mailto:lawson.short@novoco.com">lawson.short@novoco.com</a></td>
<td>TBD</td>
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Email: lawson.short@novoco.com

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### Appraiser:

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### Attorney:

<table>
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<tr>
<th>Company</th>
<th>Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Coats Rose</td>
<td>Scotts Marks</td>
<td></td>
<td>(713) 890-3911</td>
</tr>
<tr>
<td><a href="mailto:smarks@coatsrose.com">smarks@coatsrose.com</a></td>
<td>TBD</td>
<td>76-0294490</td>
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Email: smarks@coatsrose.com

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### Accountant:

<table>
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<tr>
<th>Company</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Novogradac &amp; Company</td>
<td>Nick Hoehn</td>
<td></td>
<td>(512) 349-3213</td>
</tr>
<tr>
<td><a href="mailto:nick.hoehn@novoco.com">nick.hoehn@novoco.com</a></td>
<td>TBD</td>
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Email: nick.hoehn@novoco.com

Certified Texas HUB? No

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### Property Manager:

<table>
<thead>
<tr>
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<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Seldin</td>
<td>(402) 952-4561</td>
</tr>
<tr>
<td><a href="mailto:alicias@seldin.com">alicias@seldin.com</a></td>
<td></td>
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### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>Horizon Bank</td>
<td>(402) 786-2555</td>
</tr>
<tr>
<td><a href="mailto:jlatimer@horizonbankne.com">jlatimer@horizonbankne.com</a></td>
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### Bond Issuer:

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### Syndicator:

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<tbody>
<tr>
<td>Midwest Housing Equity Group</td>
<td>(785) 267-1901</td>
</tr>
<tr>
<td><a href="mailto:tstratman@mheginc.com">tstratman@mheginc.com</a></td>
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### Supportive Services Provider:

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<tr>
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<tr>
<td>Independence Title</td>
<td>Dan Phares (512) 454-4500</td>
</tr>
<tr>
<td>S. Anderson Consulting</td>
<td>Alyssa Carpenter (512) 789-1295</td>
</tr>
<tr>
<td>Phase Engineering Inc.</td>
<td>Tracy Watson (713) 476-9844</td>
</tr>
<tr>
<td>JPS &amp; Associates, Inc.</td>
<td>Jeffrey Smith (417) 882-4208</td>
</tr>
<tr>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Saigebrook Dev, LLC and O-SDA Industries</td>
<td>Lisa Stephens and Megan Lasch (830) 330-0762</td>
</tr>
</tbody>
</table>

2/28/2020
Development Team Member Relationships with Applicant

The Applicant and Developer are related to the General Contractor and Cost Estimator through principals. The Applicant and Developer are related to the Architect through a family relationship.
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 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 50,898 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 28,114 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

2-21-2020

Date

Jeffrey S. Gillam

Printed Name

TX 22415  State of Texas

License Number and State

Jones Gillam Renz Architects

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:

1. **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.**

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

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<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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<th>E</th>
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**EXAMPLE:**

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</tr>
<tr>
<td>2/2 (1120 sqft &amp; 1190 sqft)</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>
</tbody>
</table>

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

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B.

At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By:________________________________
Signature

___________________________________
Printed Name

2/21/2020
Jeffrey S Gillam
Jones Gillam Renz Architects
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:

- (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.

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1_1 &amp; 2</td>
<td>14</td>
<td>2%</td>
<td>0.014</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1_2</td>
<td>2%</td>
<td>0.014</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2_1</td>
<td>3%</td>
<td>0.027</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1_2 &amp; 3</td>
<td>14</td>
<td>2%</td>
<td>0.014</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2_2</td>
<td>2%</td>
<td>0.014</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E_1</td>
<td>2%</td>
<td>0.014</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F_1</td>
<td>2%</td>
<td>0.014</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D_1</td>
<td>2%</td>
<td>0.014</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E_2</td>
<td>2%</td>
<td>0.014</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>0.136</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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.

Jeffrey S. Gillam
Jones Gillam Renz Architects
2-21-2020
When the number of parking spaces for Units is equal to or greater than the number of Units:

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

When parking spaces are in more than one parking lot:

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

<table>
<thead>
<tr>
<th>Amenity: Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>bbq and office (surface) 1</td>
<td>1</td>
</tr>
<tr>
<td>playground/mail (surface) 1</td>
<td>1</td>
</tr>
<tr>
<td>trash (surface) 1</td>
<td>1</td>
</tr>
<tr>
<td>laundry room &amp; dog park (carport) 1</td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 4
## Accessible Parking for Residential Units

Enter the information indicated below.

- Total dwelling units in the Development: 
- Total surface parking spaces (including non-residential): 
- Total carports (including non-residential): 
- Total garages (including non-residential): 
- Total parking spaces of all types: 

Calculated from above:

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

Calculated on prior page:

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

Calculated from above:

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

Calculated from above:

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

Calculated from above:

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

Calculated from above:

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

Calculated from above:

- Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 
- Minimum number of carports that must be APSs: 
- Number of garages that must be APSs:

### APSs that Must Be Van Spaces

- Total Van APSs required, including all types of spaces: 

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

- Minimum number of surface parking spaces that must be van APSs: 
- Minimum number of carports that must be van APSs: 
- Minimum number of garages that must be van APSs:

#### Signature Date:

2/21/2020

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.

2/21/2020

Distribution of APSs Among the Various Types of Parking

<table>
<thead>
<tr>
<th>Type of Parking</th>
<th>Minimum Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface spaces</td>
<td>4</td>
</tr>
<tr>
<td>Carports</td>
<td>6</td>
</tr>
<tr>
<td>Garages</td>
<td></td>
</tr>
</tbody>
</table>

Total Van APSs required, including all types of spaces: 2

Total APSs required (including dwelling units and facilities/amenities): 10
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

**Evidence of experience behind this tab includes:**

- [x] An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- [ ] An Experience certificate issued by the Department under the 2020 QAP.
- [ ] An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [ ] Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

[http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)

Once applicants have obtained a DUNS number, they must register with the SAM database: [https://sam.gov/portal/public/SAM](https://sam.gov/portal/public/SAM)

Applicants may provide this information with the Application or upon award.

- [ ] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- [ ] Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

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.
2020 HTC
Full Application

Part 5 Tab 44

Experience Certificate
February 28, 2014

Mr. Patrick Beatty
c/o Alyssa Carpenter
1305 East 6th Street, Suite 12
Austin, Texas 78702

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Beatty:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Cameron F. Dorsey
Director of Multifamily Finance
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

**Part I. Applicant Credit Limit Documentation**

<table>
<thead>
<tr>
<th></th>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Laurel Flats, LLC</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td>OPG LF Managers, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3.</td>
<td>OPG Holding Company IV, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>4.</td>
<td>Overland Property Group, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>5.</td>
<td>Brett Johnson</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>6.</td>
<td>Rex Vanier</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>7.</td>
<td>Patrick L. Beatty Trust No. 1, Dated September 1, 2010</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>8.</td>
<td>Patrick L. Beatty</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>9.</td>
<td>Matthew Gillam Trust No. 1, Dated August 4, 2017</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>10.</td>
<td>Matthew Gillam</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>11.</td>
<td>Sarai Development Consulting, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>12.</td>
<td>Jedsip Sarai</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>13.</td>
<td></td>
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<td>14.</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>
<td></td>
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<tr>
<td>24.</td>
<td></td>
<td></td>
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<tr>
<td>25.</td>
<td></td>
<td></td>
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<td>26.</td>
<td></td>
<td></td>
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<td>27.</td>
<td></td>
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<td>28.</td>
<td></td>
<td></td>
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<tr>
<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 I b. above.

By: [Signature of Applicant] 2/11/20  Its: Member

2/10/2020
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: OGP Holding Company IV, 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>The Heritage at Abilene</td>
<td>2</td>
<td>Abilene</td>
<td>60.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Laurel Flats</td>
<td>4</td>
<td>Tyler</td>
<td>60.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>The Residence at Ridgehill</td>
<td>9</td>
<td>Kerrville</td>
<td>60.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Brett Johnson 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)]

OPG Holding Company IV, LLC

Printed Name

Date: 2/11/2020

2/10/2020
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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- [X] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [X] a Guarantor on the Application

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Overland Property Group, LLC Printed Name: [Signature]

Date: 2/10/2020
## 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:** Brett Johnson

Which is:
- [x] 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: Brett Johnson

Date: 2/11/20

2/10/2020
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: [Signature]

Which is:

- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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I acknowledge that [Signature] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature]  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

[Signature]  
Printed Name

Date: [Date]

2/10/2020
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: [Name of Person or Entity]

Which is:  
- [x] 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)]

Patrick L. Beatty Trust No. 1, Dated September 1, 2010

Date: 2/11/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form:

Patrick L. Beatty

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]

Date: 2/11/2020

2/10/2020
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: Matthew Gilmour Trust No. 1, Dated August 4, 2017

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: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Matthew Gilmour Trust No. 1, Dated August 4, 2017

Date: 2/10/2020
Part II. Credit Limit Certification

Instructions:
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Name and role of Person or Entity completing this form: Matthew Gillam

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Under penalty of perjury, certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Matthew Gillam  
Printed Name  
Date: Feb 12

2/10/2020
rt II. Credit Limit Certification

Instructions:
The Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

me and role of Person or Entity completing this form:

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I, under penalty of perjury, certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Jasdir Sarai

Printed Name

2/13, 2020
rt II. Credit Limit Certification

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[Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Sorai Development Consulting, LLC
Printed Name

Date: 2/13/2020
<table>
<thead>
<tr>
<th>1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> Resolution(s) of either &quot;no objection&quot; or &quot;support&quot; is included behind this tab.**</td>
</tr>
<tr>
<td>Name of Local Government Body: City of Tyler</td>
</tr>
<tr>
<td>Name of Local Government Body (if applicable)</td>
</tr>
<tr>
<td>** Note that resolutions are due February 28, 2020</td>
</tr>
<tr>
<td>Points Requested</td>
</tr>
</tbody>
</table>

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<tr>
<th>2. Quantifiable Community Participation - §11.9(d)(4)</th>
</tr>
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<tbody>
<tr>
<td>Application expects to receive QCP points.</td>
</tr>
<tr>
<td>** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!</td>
</tr>
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<td>Points Requested</td>
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<tr>
<th>3. Input from State Representative - §11.9(d)(5)</th>
</tr>
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<tbody>
<tr>
<td>Letter of either support, neutrality, or opposition is included behind this tab.**</td>
</tr>
<tr>
<td>OR</td>
</tr>
<tr>
<td>Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**</td>
</tr>
<tr>
<td>** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.</td>
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<th>4. Input from Community Organizations - §11.9(d)(6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>** Applicant has included one or more letters of support or opposition behind this tab. **</td>
</tr>
</tbody>
</table>

A. United Way of Smith County
   - Name of Community Organization
   - John Berry
   - Contact Name
   - ** Support
   - ** Opposition

B. East Texas Human Needs Network
   - Name of Community Organization
   - Christina Fulsom
   - Contact Name
   - ** Support
   - ** Opposition

C. Tyler Chamber of Commerce
   - Name of Community Organization
   - Thomas G. Mullins
   - Contact Name
   - ** Support
   - ** Opposition

D. Name of Community Organization
   - Contact Name
   - ** Support
   - ** Opposition

E. Name of Community Organization
   - Contact Name
   - ** Support
   - ** Opposition

F. Name of Community Organization
   - Contact Name
   - ** Support
   - ** Opposition

2/27/2020
2020 HTC
Full Application

Part 6 Tab 46

Local Government Support Resolution
RESOLUTION NO. R-2020-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF SAIGEBROOK DEVELOPMENT, LLC AND O-SDA INDUSTRIES, LLC, AN AFFORDABLE RENTAL HOUSING DEVELOPMENT KNOWN AS LAUREL FLATS, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2020 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS, APPROVING A WAIVER OF DEVELOPMENT /PERMIT FEES IN THE AMOUNT OF $500.00, AUTHORIZING THE MAYOR AND/OR DESIGNATED CITY STAFF TO TAKE ALL NECESSARY OR APPROPRIATE ACTIONS ASSOCIATED THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to promote the general public welfare; and

WHEREAS, it is the intent of the City Council to promote and encourage affordable housing; and

WHEREAS, Saigebrook Development, LLC and O-SDA Industries, LLC have proposed the construction of the development of affordable rental housing known as Laurel Flats located at 1208 East Houston Street in the City of Tyler, Smith County, Texas; and

WHEREAS, Saigebrook Development, LLC and O-SDA Industries, LLC have communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Housing Tax Credits for the Laurel Flats development; and

WHEREAS, Saigebrook Development, LLC and O-SDA Industries, LLC have requested a waiver of development/permit fees in the amount of $500.00 for the Laurel Flats development as a commitment of development funding from the City of Tyler, Texas; and

WHEREAS, as noted in Tyler City Code Section 1-9, the City Council has the authority to refund, transfer or waive any fee when, in its sole discretion, it determines that circumstances justify such action in order to promote a public purpose or the public welfare; and

WHEREAS, The City of Tyler, Texas has the authority to defer development fees on the property located on 1208 East Houston Street, Tyler, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TYLER TEXAS:

Part 1: That the City of Tyler, acting through its governing body, hereby confirms that it supports the proposed Laurel Flats proposed to be located at 1208 East Houston Street and that this formal action has been taken to put on record the opinion expressed by the City of Tyler on February 26, 2020.

Part 2: That the City Council, as governing body of the City of Tyler, Texas, hereby adopts this Resolution as evidence to its commitment of funds in the amount of $500.00 to be provided to the development in the form of a waiver of development /permit fees.
Part 3: That for and on behalf of the governing body, Martin Heines, Mayor, and/or designated City Staff, is hereby authorized, empowered and directed to certify these resolutions to the Texas Department of Housing Community Affairs and to take all other necessary or appropriate steps or actions associated with this development funding.

Part 4: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this 26th day of February, A. D. 2020.

MARTIN HEINES, MAYOR
OF THE CITY OF TYLER, TEXAS

ATTEST:

CASSANDRA BRAGER, CITY CLERK

APPROVED:

DEBORAH G. PULLUM, CITY ATTORNEY
Resolution Clarification

The Resolution for Support and Funding from the City of Tyler for Laurel Flats was instigated by the development’s consultants Saigebrook Development, LLC and O-SDA Industries, LLC on behalf of Laurel Flatts, LLC and its Managing Member OPG LF Managers, LLC.
2020 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Laurel Flats #20167

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application #20167 Laurel Flats to be located at 1208 E. Houston St. in Tyler, TX.

The United Way of Smith 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,

[Signature]
John Berry
Development Director
United Way of Smith County
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 26, 2020

UNITED WAY OF SMITH COUNTY
4000 SOUTHPARK DR STE 1200
TYLER, TX 75703-1744

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 05-27-1959
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: 17509573311

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.
We’ve witnessed Smith County’s history. We’re ready to help shape its future.

Since 1940, the United Way of Smith County has partnered with local nonprofit agencies, businesses, and individuals to identify critical issues, create partnerships, and raise funds to help our local neighbors.

LEARN MORE ABOUT OUR MISSION AND HISTORY

WHAT IS UNITED WAY?

United Way of Smith County is creating a better community by inspiring collaboration, fundraising, and volunteerism for dozens of essential programs throughout Smith County.

We’re tapping into our biggest asset—Through collective impact, individuals, companies, nonprofit agencies, government agencies, and faith communities can improve Education, Financial Stability, Health, Crisis Intervention, and create opportunities for all right here in Smith County! Watch our video to learn more.

OUR LEADERSHIP

Honored to lead.

https://uwsmithcounty.org/who-we-are/#whatisunitedway
ademic component provided by the camp makes it unique from other camp experiences offered in our community. The Mentoring Alliance provide an action-packed full-day camp experience which takes place on two Tyler ISD school campuses.

*Director: Kevin East keast@thementoringalliance.com
*Email: MentoringAlliance.com

**Girl Scouting in the School Day**

Girl Scout is a 12-week program serves 1,200 girls who are attending Tyler ISD elementary and middle schools, 6th through 8th grades. Targeted to economically challenged communities where traditional troops have been difficult to establish due to a lack of financial resources, transportation, and volunteers. The program focuses on healthy self-image and positive social skills while addressing current social issues and trends affecting girls during what is often the most critical stage of development. Highly-trained leaders partner with local schools to deliver the specially designed program in an all-girl environment during PE class. Participants take part in interactive groups, community service projects, field trips, role-playing, discussions, and confidence and character building workshops. GSSD helps girls to avoid high-risk behaviors, develop self-esteem, empower them to change their own lives and their families and communities.

*Director: Rosia Harmon rharmon@gsnetx.org
*Website: gsnetx.org

**Early Education is the Foundation**

Early Education is the Foundation for All produces a strong foundation for future success of children. Research indicates the most significant factor in a child’s success in school is the level of the teacher’s personal education and specializations. Through this program, Champions provides 24 hours of Preschool provider professional development training that must be known to adequately teach birth through five-year-olds in preschool programs. The 24 hours of training cover the 71 Preschool Standards and the Texas Early Childhood Indicators. The training includes classroom management, lesson plans, differentiated learning models, and other specialized trainings to enable challenging child behaviors. Since 90% of the brain develops by age 4 and quality early education is the foundation for all future learning.

*Director: Jackie Cannon jackie@championsforchildren.org
*Website: championsforchildren.org

**Scouting**

*In Scouting – Clients consist of approximately 1,820 boys in Smith County. Program is year round family-oriented designed for boys who are eligible for Boy Scout program.

*Venturing – Clients consist of approximately 1,039 boys in Smith County. Program is available to boys who have completed the fifth grade and have been accepted into the program.**

*Venturing – Clients consist of approximately 253 young men and women in Smith County. Venturing is a youth development program for teens who are 14 through 20 years of age. Purpose is to provide positive experiences to help young people mature and to prepare them to become leaders.

*Learning for Life – Clients consist of approximately 1,298 boys and girls in Smith County. Learning for Life offers 8 programs designed to support student growth in all areas of their lives to prepare youth to successfully handle the complexities of contemporary society and to enhance their self-concept.

*Director: Dwayne Stephens dstephens@scouting.org
*Website: scouts.com

**Youth Development Program**

Smith County 4-H clients consists of 3,300 youth and 100 registered adult volunteers. All youth are considered “at risk”. Program offers monthly workshops for groups ranging from literacy, to healthy lifestyles, to character education. Educational programs and modules are taken directly to the schools, as well as 4-H club meetings, 4-H state events, and the East Texas State Fair.

*Director: Skyler Shively skyler.shively@ag.tamu.edu
Adult and At-Risk Youth Education Classes

Clients served at The Literacy Council of Tyler are adults or youth (16 years of age and older) who have left school deficient in basic reading skills. In Smith County, there are at least 50,000 potential clients. Serving about 2500 students annually through reading tutoring, GED prep classes and/or English as a Second Language classes. These classes are taught by paid staff and trained volunteers in Smith County where it is shown there is a need and reasonable participation occurs.

Director: Nancy Crawford info@lctyler.org
Website: tyler.org

Boys & Girls Clubs of East Texas After School Program

The Boys & Girls Club, a program of The Mentoring Alliance, is a catalyst for transforming generations of young people into productive, responsible citizens who will in turn transform the world. Work is solely focused on youth development. Successful character development in youth happens in small, safe, positive environments where they develop supportive relationships. Programming is designed to support overall health and wellness, education and career development, health and life skills, arts, and sports.

Site Director: Kevin East keast@thementoringalliance.com
Website: ementoringalliance.com

FINANCIAL STABILITY

Child Care Program

% of client population meets low income or poverty-level standards. Program provides quality day care and pre-school services for children. Tyler Day Nursery's program provides services that meet the educational need of the children, meet their physical and emotional needs while their parents work or attend school (a setting that places children at risk for abuse and/or neglect). Participation in the K-12 education (parent involvement in children’s learning is positively related to their future achievements) - academically set the growing demand in Smith County for affordable, quality childcare.

Director: Jaquita Lee tdned@sbcglobal.net
Website: tylerdaynursery.org

Transitional Housing Program

TH’s below-market rate rental homes form the basis for the Transitional Housing Program, as families with the desire to improve their financial situation, participate in a matched savings program, and are held accountable to making progress toward their goal of self-sufficiency and investment in the future of their children. This two-year period to allow them to achieve their goals, including homeowner or in-market-rate rental housing.

Director: Greg Grubb greg_grubb@pathhelps.org
Website: pathhelps.org

Homelessness Prevention Program

PATH program aims to bridge the gap for families who are facing an unexpected loss of income or added expense such as a car repair or rent or utility assistance can prevent a family from becoming homeless and move past a temporary financial crisis. According to the U.S. Census Bureau, residents live below the poverty line. This translates to one in six adults and one in four children struggling with the effects of poverty. With so many living paycheck to paycheck, a minor unplanned emergency can mean the difference between making ends meet or seeking rental assistance from $528 per month. Many families are spending up to 70% of their income on rent, leaving little or no savings in order to weal.

Director: Greg Grubb greg_grubb@pathhelps.org
Website: pathhelps.org

Employment Training Program
The purpose of Christian Women’s Job Corps is a twelve-week program to serve a diverse population of women—all ages, ethnicity, religion, onomic background, sexual orientation—and prepare them for entry or re-entry into employment and impart the required process to be
sired. The preparation for employment and college is directly correlated to the educational components of this program, which includes: eakers: attorneys, financial planners teaching practical personal budgeting, nutritionists, auto mechanic demonstrating repairs women ca
C. UT of Tyler and Texas College are first steps in explaining how further educational goals can be attained. The women must be at least 1 hool diploma, GED, or be currently enrolled in a GED program.

Hope Kitchen Fund

The kitchen of The Salvation Army serves homeless and impoverished individuals and families of the Smith County area. In the past year, we’ve stayed in The Salvation Army shelter, including 226 children. Sitting at a table with a hot meal before them offers the comfort and stabi
ssing. Those who stay in our Center of Hope shelter, whether for one night or several weeks, receive three meals a day. In late 2016, we served meals served to the public from three to one. Now only the evening meal is open to all. For shelter residents who work, a sack lunch is prep
hard-earned money. Late meals are set aside for those who work past the dinner hour. On average, 3062 meals per week are served. H
After-School participants and the Reconnect clients. Our goal is to be sure that all receive healthy, nutritious meals regardless of circum
ector: Captain Bobby Parker  robert.parker@uss.salvationarmy.org
ECTOR: Captain Nicole Parker  nicole.parker@uss.salvationarmy.org

Re-Habitat

Habitat for Humanity of Smith County program impacts the lives of Smith County’s seniors, veterans and disabled residents who live in unsafe or unhealthy homes. Many of these homeowners retired after working for our school districts, medical facilities, and other business.mmunity depends upon. The goal is to address the inadequacies of living environments that are in immediate need of repair. The home
a mobile home. The scope of the work to be completed must be within our capabilities. Homeowners are expected to be cooperative p
unteers. Dependent upon the project and constraints of the grant, the homeowner may have to repay a pro-rata cost of the repair/modifi
O’Jack Wilson  ceo@smithcountyhabitat.org

Ex-Offender Re-Entry Program

The purpose of the Goodwill’s Re-Entry Program is to provide job readiness training and job placement to men and women who have been incarcerated, be it from county jail or state/federal prison. Every year Smith County receives about 900 recently released prisoners who are th family or in transitional housing for justice-served individuals. Those still on probation or parole have three weeks to find a job or risk go
cicult task for anyone, much less someone with a criminal record. Very few individuals are released from jail with a job ready and waiting for organization with temporary paid work experience opportunities and an Employment Specialist continuously working with local employ
manent employment.

Goodwill’s ReEntry Program teaches participants how to accept responsibility for their actions, honestly disclose their offense to employers, prepare resumes and conduct job searches. The temporary job in Goodwill’s Facility Maintenance Department offers hands-on training and rent experience and a referral which looks great on a job application.

HEALTH & WELLNESS

Chronic Disease and Wellness Management

those who seek care at Bethesda Health Clinic a large majority suffer from one or more serious chronic diseases, including diabetes, high cholesterol, depression and low thyroid problems. As a result, the Chronic Disease and Wellness Program was initiated to address these issi
first get the disease under control through the provision of acute and chronic disease care. Once under control, our goal is to help our patients through the provision of ongoing health and wellness management, including tailored nutrition and health counseling. By taking patients not just survive their health conditions, but thrive and enjoy happy and productive lives. Over the last few years the program has additional features to assist patients in maintaining their mental health and in 2017, Bethesda partnered with UT Southwestern Medical School to implement a mental screening program targeting depression and anxiety. The program not only screens but monitors treatment to ensure adequate control of any mental health condition.

Director: Dr. John English  jenglish@bethesdaclinic.org
browse.bethesdaclinic.org

**Children’s Miracle Network**

The Children’s Miracle Network Hospital in Smith County, CHRISTUS Trinity Mother Frances Hospitals and Clinics serves pediatric patients all of East Texas. Mother Frances houses a 21 bed Children’s Center that provides a unique environment to promote healing and recovery.

Director: Robin Rowan  robin.rowan@tmfhc.org

**Youth Counseling Program**

Its program at Next Step Community Solutions is offered predominately to area schools and juvenile probation departments. Because of its small size, most school counselors do not have a counselor assigned to work with them. The program helps counselors develop their knowledge and skills to effectively work with children. The program also provides support and guidance to new and experienced counselors.

Director: Greg Thompson  greg.thompson@nextstepcsi.com

**Respite Camping**

**Arc of Smith County** Camps:

**HeyDay** – Clients served are people with mild to moderate cognitive, intellectual or developmental disabilities ages 10-75. Program provides care for caregivers, offers a week of highly supervised fun for the client, teaches upper-level high school students (counselors) responsibilities of camp managers, provides campers with role models to emulate at camp and following their return home.

**Kennedy** – Serves adults over 21 with mild to moderate cognitive, intellectual or developmental disabilities. Program provides all of the usual activities to help patients achieve their goals.

**Friendship** – Day camp held twice a year. Serves severely disabled, medically fragile children ages 5-21. In 2008 this was made an eight-week program. Includes older campers who no longer able to attend one of the residential camps. Through various activities they are provided social counseling.

Director: Susan Hawkins  shawks@arcofsmithcounty.org

**Road to Mental Wellness and Success**

How to Mental Wellness & Success, a program of Champions for Children of Smith County, identifies issues in a child as early as possible. The program works with parents to correct problems before they escalate to major disasters, including harm to self or others. Research shows social and emotional issues in Kindergarten are 80% more likely to require special education and 7 times more likely to be suspended or expelled. Over half of adult mental illnesses show signs in childhood. Ignoring undesirable behaviors of young children can create long-term negative effects. The program offers group therapy, social groups, and individual sessions. Counseling can help children and parents with depression, divorce and separation, anxiety, low self-esteem, mental illness, communication, and more. Our counselors provide therapy to children ages 3-19 and their families.

Director: Jackie Cannon  jackie@championsforchildren.org

**Autism Education and Resources**
Education and Resources, formerly East Texas Autism Network, is now a program of Champions for Children of Smith County. It is for parents who are either concerned that their child may have Autism Spectrum Disorder, but has not been diagnosed, or whose child has been diagnosed with ASD. Champions coordinates the process of obtaining a diagnosis and helps the family establish a network of resources specific to the child’s highest potential. This often involves multiple sources of doctors and care professionals including but not limited to therapy centers, social services, school administrators, and medical staff. When a centralized care plan develops, it helps families move ahead and put all the resources of their child while hope and empowerment grow for both the child and their caregivers in the long-term. For children and families, Champions supplies resources and tools to assist parents with daily and future needs.

**Fresh Produce Program**

East Texas Food Bank’s Fresh Produce Program provides a reliable source of fresh fruits and vegetables to our partner agency network. ETBF collects produce from a variety of sources. The majority is donated from growers in the Rio Grande Valley in south Texas, along with direct donations from various organizations. In addition to produce sourced directly from growers, ETBF also receives large quantities of product from all distribution centers, and through our highly successful Retail Store Donation Program, which collects donated food from 57 retail stores. This program is part of ETBF’s core work of distributing food to partner agencies; it impacts virtually all the low-income clients the agency food assistance to more than 173,000 clients each year through the Fresh Produce Program.

**Home Delivered Meal Service**

Meals on Wheels Ministry East Texas delivers meals to home-bound elderly and disabled clients. By providing this service, it enables clients to remain in their homes. This service also provides nutritional support that increases the overall physical health and wellness of the clients, many of whom rely on Meals on Wheels as their main source of nutrition. Additionally, the program meets the emotional needs of a population so often living in isolation by providing transportation to and from appointments and errands.

**Caregiver Support Services**

Caregiver Support Services at Alzheimer’s Alliance of Smith County is the umbrella that houses Client Services, the Day Club program and Respite program. Our Client Services offers comprehensive case management by a LMSW with assistance from a Community Healthcare Worker. The opportunity to walk with the families through their loved ones. Day Club is a respite designed to meet the needs of both the person with dementia and their caregiver, who can drop off their loved one for 4 hours with our trained staff/volunteers, knowing they are in a safe environment. They are mentally stimulated and we provide a light breakfast and lunch. The Respite Care Assistance program offers families up to 40 hours of in-home care or planning an early retirement to stay home. The 40 hours can be broken down any way that is most feasible for the family.

**CRISIS INTERVENTION**

Court Appointed Special Advocates

The SA of East Texas’ client population is children who have been removed from their homes because of abuse and neglect and are in the Department of Protective and Regulatory Services. When it is not safe for children to be with their own families, Child Protective Services place children from their homes. They may be placed temporarily with relatives, a verified foster family, or an emergency shelter. After the initial, temporary legal process to determine permanent placement. CASA volunteers represent these children by speaking on their behalf until the child’s best interest is met. Volunteers are trained to act as first-hand experts on the individual needs of abused and neglected children in foster care, giving them a voice at a hopeful future.
02/27/2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Laurel Flats #20167

Dear Ms. Gamble:

The East Texas Human Needs Network supports the TDHCA Tax Credit Application #20167 Laurel Flats to be located at 1208 E. Houston St. in Tyler, TX.

East Texas Human Needs Network is a 501(c) (3) community organization that assists Individuals and organizations working together for strengthened programs, connection, and improved awareness of services that meet essential human needs. Based on collective research, we coordinate plans that address the needs of vulnerable populations in the fields of education, employment, healthcare, housing and transportation.

East Texas Human Needs Network 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,

Christina Fulsom
Founder and CEO
christina@ethnn.org
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 27, 2020

EAST TEXAS HUMAN NEEDS NETWORK
750 N SAINT PAUL ST STE 1320
DALLAS, TX 75201-3239

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 12-08-2014
- Sales and use tax, as of 12-08-2014

(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: 32055874674

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.
POVERTY IS THE EXTENT TO WHICH AN INDIVIDUAL DOES WITHOUT RESOURCES.

Dr. Ruby Payne
aha! Process

FINANCIAL | PHYSICAL | COGNITIVE | SPIRITUAL | EMOTIONAL

UNDERSTANDING POVERTY

Why we are building a Bridges Community

Since 2012, the East Texas Human Needs Network has been building relationships among individuals in civic, private, and public entities. People in all three sectors have been sitting at the same table. We’ve done research, worked together and are making progress toward agreed upon goals based on data-driven community needs.

After much study we selected the Bridges Out of Poverty constructs to enhance our collective action work. The Bridges Out of Poverty framework is designed to bring people of all economic classes, races, sectors, and political persuasions to the table to address causes of poverty and create a sustainable community.

We are committed to creating sustainable community solutions to poverty by collaboratively fostering human potential through trusting relationships,
Understanding Poverty Workshops

- **TRAINER CERTIFICATION**
  - Bridges Out of Poverty

- **TRAINER CERTIFICATION**
  - Workplace Stability

- **TRAINER CERTIFICATION**
  - College Achievement Alliance

- **TRAINER CERTIFICATION**
  - Bridges to Health and Healthcare

- **FACILITATOR**
  - Getting Ahead

- **CERTIFIED FACILITATOR**
  - Getting Ahead in the Workplace

empowerment and education.
ABOUT US

VISION

We believe that given equity and opportunity all people can reach their full potential.

MISSION

Individuals and organizations working together for strengthened programs, connection, and improved awareness of services that meet essential human needs.

VALUES

VOICE (Individuals)
Respecting the voice of the individuals in need.

RESPONSIVENESS (Organization)
The way our network reacts to the needs of our community.

COMMUNITY BUILDING (Collective Impact)
Community welfare, development of programs and services that meet real physical, social, or psychological needs.
A vision for every Council

**Education:** All children and adults have access to quality educational opportunities.

**Employment:** Everyone has access to employment that pays a living wage.

**Healthcare:** Everyone has access to quality affordable healthcare.

**Housing:** Families and individuals have access to safe and affordable homes.

**Transportation:** Everyone has access to reliable, accessible and affordable transportation.

Public Charity

East Texas Human Needs Network is a Public Charity, exempt under IRS Code 501 (c) 3.

Contributions are deductible under section 170 of the Code. We are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code.

EIN: 47-3337214.

DONATE NOW
ETHNN
7922 S. Broadway
Tyler, Texas 75703
903.216.3211
501c3 EIN: 47-3337214
February 27, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Laurel Flats #20167

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application #20167 Laurel Flats to be located at 1208 E. Houston St. in Tyler, TX.

The Tyler Chamber of Commerce 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,

Thomas G. Mullins
President/CEO
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 27, 2020

TYLER AREA CHAMBER OF COMMERCE
315 N BROADWAY AVE
TYLER, TX 75702-5712

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-30-1968
- Sales and use tax, as of 06-17-1981
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

  Texas taxpayer identification number: 17506246705

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Welcome to The Tyler Area Chamber of Commerce

The mission of the Tyler Area Chamber of Commerce is to enhance the business environment, the economic well-being and quality of life for the Tyler area. Our association consists of over 2,000 businesses, organizations, and individuals that work toward the interests of our business community.

I CHOOSE TYLER! 2019 Tyler Area Chamber of Commerce Annual Meeting
Events Calendar

Results Found: 76

<table>
<thead>
<tr>
<th>Event Title</th>
<th>Date</th>
<th>Details</th>
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<tr>
<td>Veteran's Discount</td>
<td>Tuesday Nov 12, 2019 - Tuesday Jan 28, 2020</td>
<td><a href="https://www.tylerarea.com/events/veterans-discount-15866">Details</a></td>
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<td>REAL TALK TUESDAY</td>
<td>Tuesday Jan 7, 2020 - Tuesday May 26, 2020</td>
<td><a href="https://www.tylerarea.com/events/real-talk-tuesday-15869">Details</a></td>
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<td>Cuenas performed by David Corades</td>
<td>Thursday Jan 22, 2020 - Thursday Jan 22, 2020</td>
<td><a href="https://www.tylerarea.com/events/cuenas-performed-by-david-corades-15866">Details</a></td>
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<td>Generosity Order</td>
<td>Thursday Jan 22, 2020</td>
<td><a href="https://www.tylerarea.com/events/generosity-order-15898">Details</a></td>
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<td>Cuenas performed by David Corades</td>
<td>Thursday Jan 22, 2020</td>
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<tr>
<td>2020 February Business After Hours</td>
<td>Thursday Jan 22, 2020</td>
<td><a href="https://www.tylerarea.com/events/2020-february-business-after-hours-15866">Details</a></td>
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<td>Bouler Jazz Festival</td>
<td>Friday Jan 14, 2020</td>
<td><a href="https://www.tylerarea.com/events/bouler-jazz-festival-15866">Details</a></td>
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<td>A Night to Remember - Decades in Rev</td>
<td>Friday Jan 28, 2020</td>
<td><a href="https://www.tylerarea.com/events/a-night-to-remember-decades-in-rev-15866">Details</a></td>
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</table>
2020 HTC Full Application

Part 7 Tab 47

Third Party Reports
ALL third-party reports must include the following statement:
"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Phase Engineering Inc.
   - Date of Report: 2/19/20
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

2. **Environmental Clearance (Direct Loan applications only)**
   - All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - http://www.tdhca.state.tx.us/program-services/environmental/index.htm
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: NA
     - Contact Person: 
     - Contact Telephone: 
     - Email: 

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Novogradac & Company
   - Date of Report: TBD
   - Longitude: -95.286292
   - Latitude: 32.344053

4. **Scope and Cost Review (SCR) (formerly PCA)**
   - Date of Report: 2/27/20

5. **Appraisal**
   - Prepared by: Novogradac & Company
   - Date of Report: 2/26/20

6. **Feasibility Report**
   - Prepared by: NA for rehab
   - Date of Report: NA
2020 HTC
Full Application

Part 7 Tab 47

ESA Statement
Laurel Flats
Additional ESA Certification

Per the ESA prepared for Laurel Flats, Laurel Flats, LLC certifies that it will comply with any and all recommendations made by the ESA provider.

Brett Johnson

Date 9/11/20
Market Study Map and Definition
PMA Map – Census Tracts
The PMA encompasses approximately 517 square miles.
Census tracts included in the PMA:

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<td>484230001.00</td>
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<tr>
<td>48423011.02</td>
</tr>
<tr>
<td>48423019.05</td>
</tr>
</tbody>
</table>

PMA Map – Roadways

Source: Google Earth, February 2020
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>No</th>
<th>Poverty Rate = 18.7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>No</td>
<td></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></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></td>
</tr>
</tbody>
</table>

| Rent Burden Rank = 1705 (lower number wins tie) |

Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: -95.286292
Development Latitude: 32.344053
Target Population: General
Closest Development serving same Population: Moore Grocery Lofts
Application Number: is 09035
Address: 410 N. Broadway Ave., Tyler
Year of Award: 2009
2020 HTC
Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
If you need to discuss any items, please contact me by email.

Have a great day!

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.

- **Application Fees** – Based on the unit count on the Rent Schedule, the check for your Application fees appears to be $20 short. Please review your payment and submit the missing amount. If anything further is needed, you will be contacted.

- **Tab 12, Second Escrow Deposit** – The second escrow deposit would have been due March 20. Do you have the receipt for the required deposit?

- **Tab 12, Title Commitment** – The coverage amount on the title commitment is not the price that the partnership will pay for the site and the partnership is the “Proposed Insured.” The coverage amount is what the affiliate will pay but the affiliate is not the “Proposed Insured.” Please clarify.

- **Tab 17, Development Narrative** – You have indicated “New Construction” on your Development Narrative, but nothing in the Application supports that selection. Review this exhibit and update as appropriate.

- **Tab 22, Unit Floor Plans** – The square footage on the unit plans does not match the square footage on the Rent Schedule. Please correct the incorrect exhibit.

- **Tab 22, Elevations** – Are the building exteriors going to be renovated? If so, drawings depicting the buildings, post-renovation, are required.

- **Tab 25, Utility Allowances** – The support documentation for the utility allowances are from Nelrod and I don’t see a letter from Compliance, stating that they are acceptable. Provide the letter or utility allowances from the Tyler PHA.

- **Tab 29, Site Work Costs** – The amount for bumper stops on the certification does not match the amount on the Cost Schedule. Please correct the incorrect exhibit.

- **Tab 35, Horizon Commitment Letter** – The letter appears to have glitches covering important information on the letter. The interest rate didn’t come through. If the actual letter has no glitches in it, try scanning and re-sending via email.
0. Tab 35, Midwest Housing Development – The commitment letter has several glitches in it, making important information un-viewable. Try re-scanning the letter and if it comes through without the glitches in it, email it in.

1. Tab 35, Red Stone Equity – The commitment letter has several glitches in it, making important information un-viewable. Try re-scanning the letter and if it comes through, without the glitches in it, email it in.

2. Tab 23, Accessibility Forms – The accessibility forms have glitches covering nearly everything. Try re-scanning them and if they come through, without the glitches, email them in.

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 April 23, 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](http://www.tdhca.state.tx.us).

Elizabeth Henderson
Program Specialist III
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.463.9784 | Fax: 512.475.0764

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
April Engstrom  
Phone #: (785) 212-0810  
Email: april@ovpgroup.com  
Second Email: ajcarpen@gmail.com  

Date: April 28, 2020  
THIS NOTICE WILL ONLY BE TRANSMITTED VIA EMAIL

RE: 2020 Competitive Housing Tax Credit (HTC) Application for Laurel Flats, TDHCA Number: 20167

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.
### 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):

<table>
<thead>
<tr>
<th>Score 135</th>
</tr>
</thead>
</table>

Score Awarded by TDI/ICA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP):

<table>
<thead>
<tr>
<th>Score 135</th>
</tr>
</thead>
</table>

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:

| 0 |

### 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):

| 168 |

### 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, Tuesday, May 5, 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
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