2020 Multifamily Uniform Application

REVISED January 23, 2020
2020 HTC
Full Application

Part 1 Tab 1a

Application Certification

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

Development Name: Henderson Trails

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 §11.11(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

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

By: Trinity Henderson Trails, LP

Applicant Entity Name

Signature of Authorized Representative
J. Ryan Hamilton

Printed Name
Manager

Title
2-7-20

Date

Sworn to and subscribed before me on the 7 day of February, 2020

by J. Ryan Hamilton

(Personalized Seal)

GEORGETTA LOWERY
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17938779

Notary Public, State of Greene County
My Commission Expires: 2-7-2020

Notary Public Signature
Missouri

2/5/2020
2020 HTC
Full Application

Part 1 Tab 2

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

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

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

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.
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.

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

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

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

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

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

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

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

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

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

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

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

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

_____ 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 street, highway, or rail line)
Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;  

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

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

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

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

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

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

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

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

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

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

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

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

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

Before me, a notary public, on this day personally appeared J. Ryan Hamilton, 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 1 day of February 2020

[Notary Public 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 other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
By: ___________________________

Signature of Authorized Representative

______________________________

J. Ryan Hamilton

Printed Name

______________________________

Presiding Manager

Title

2-7-20

Date

THE STATE OF Missour i

§

COUNTY OF Greene

§

Before me, a notary public, on this day personally appeared J. Ryan Hamilton, 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 7 day of February, 2020

(Seal)

GEORGETTA LOWERY
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17938779

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

_________________________

J. Douglas Hamilton

Printed Name

_________________________

Member

Title

_________________________

02-07-20

Date

THE STATE OF Missouri

COUNTY OF Greene

Before me, a notary public, on this day personally appeared J. Douglas Hamilton, 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 7 day of February, 2020

(Seal)

GEORGETTA LOWERY
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #1753879

[Signature]

Notary Public Signature
Before me, a notary public, on this day personally appeared Mike Hamra, 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 February, 2020

(SEAL)

GEORGETTA LOWERY
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17836779
By: Janna Cormier  
Signature of Authorized Representative  
Janna Cormier  
Printed Name  
President  
Title  
2/10/20  
Date  

THE STATE OF Texas  
COUNTY OF Travis  

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of Feb, 2020  

(Seal)  
KIM MERRILL  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 03-28-20  
Notary ID # 1293396-B  

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 (10 TAC Chapter 13)

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

The form for the certification will be posted to the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Michael Fogel</td>
</tr>
<tr>
<td><strong>Phone:</strong> (713) 409-0211</td>
</tr>
<tr>
<td><strong>Office:</strong></td>
</tr>
<tr>
<td><strong>Extension:</strong> NA</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:mfgel@trinityhousingdevelopment.com">mfgel@trinityhousingdevelopment.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> PO Box 41326</td>
</tr>
<tr>
<td><strong>Street:</strong></td>
</tr>
<tr>
<td><strong>City:</strong> Austin</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78704</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Alyssa Carpenter</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Office:</strong></td>
</tr>
<tr>
<td><strong>Extension:</strong> NA</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1305 E 6th, Ste 12</td>
</tr>
<tr>
<td><strong>Street:</strong></td>
</tr>
<tr>
<td><strong>City:</strong> Austin</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78702</td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 1 Tab 6

Self Score Form
<table>
<thead>
<tr>
<th>Criteria Promoting Development of High Quality Housing</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>6</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>High Quality Housing Total</strong></td>
<td></td>
<td><strong>17</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criteria to Serve and Support Texans Most In Need</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>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>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Serve and Support Texans Most In Need Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criteria Promoting Community Support and Engagement</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></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>
<tr>
<td></td>
<td></td>
<td><strong>Community Support and Engagement Total</strong></td>
</tr>
</tbody>
</table>

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

| Point Deductions                                                                     | §11.9(f)     |                 |

| **Total Application Self Score**                                                      |             | **132**         |

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.
### Site Information Form Part I

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Henderson</th>
<th>E side of US 79 at Pamela St.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region</td>
<td>Rusk</td>
<td>4</td>
</tr>
<tr>
<td>Zip</td>
<td>75654</td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>Rural</td>
<td></td>
</tr>
<tr>
<td>Rural/Urban</td>
<td>No</td>
<td>Rural via §11.204(5)(B) Rural Designation</td>
</tr>
<tr>
<td>ETJ?</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>No</th>
<th>Median Household Income: 47056</th>
<th>Quartile: 2q</th>
<th>Poverty Rate: 16.9</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 Development Site is not located in a county with a population less than one million.

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

- The Development 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) in the same county:

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

- **X** The Development Site is not located in a county with a population less than one million.

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

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

- **X** The Application is USDA or At-Risk, or is in a Rural Subregion.

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

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

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>No</th>
<th>Zoning Designation: C2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Zone Designation</td>
<td>X and AE</td>
<td>Entire Development Site is outside the 100 year floodplain.</td>
</tr>
<tr>
<td>Farmland Designation</td>
<td>(To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):</td>
<td>No</td>
</tr>
</tbody>
</table>

2/25/2020
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</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wylie Primary</td>
<td>Pk</td>
<td>K</td>
</tr>
<tr>
<td>Wylie Elementary School</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Northside Intermediate</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>Henderson Middle School</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>Henderson High School</td>
<td>9</td>
<td>12</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]
- The Application meets the following exception(s). **Applicant is required to enter school rating information above, but no disclosure is required.**
  - Elderly Development
  - Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
  - Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
  - The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

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

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

2/25/2020
Maps:
- [x] Street Map with Site Drawn and Identified
- [x] Census Tract Map with Development Site Identified

Resolutions:
- [n/a] Twice the State Average of Units Per Capita Resolution
- [n/a] One Mile Three Year Resolution or evidence of other exception
- [n/a] Housing Tax Credit Units per Total Household Resolution

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

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

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

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

Go to [https://websoilsurvey.nrcc.usda.gov/app/WebSoilSurvey.aspx](https://websoilsurvey.nrcc.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)
- Information is included in the ESA.
- [□] Statement regarding promoting housing choice explains **HOW** the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.
DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

Educational Quality (all Applications)
- School Attendance Zone Map with Development labeled;
- 2019 TEA accountability information for each school;
- Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

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

Waiver of Rules
- The waiver request must establish how the need for the waiver was not within the control of the Applicant. Anyone seeking a waiver should include any and all materials they will rely upon to argue that waiver of ineligibility satisfies the waiver standard.
- The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov't Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Street Map
Henderson Trails
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Henderson Trails

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
Date: February 21, 2020

RE: Zoning Change Application for site proposed by Henderson Trails Development

To Whom it May Concern,

The above mentioned development, to be developed by Trinity Henderson Trails, LP is in the Process of seeking a zoning change. An application for a zoning change has been submitted for the site of the proposed Henderson Trails development located at the east side of US Hwy 79 at Pamela Street.

The City of Henderson has received a release agreeing to hold the political subdivision and all other parties harmless in the event the appropriate zoning for the proposed Henderson Trails Development is denied.

Respectfully,

Billy Hughes, Community Development Mgr.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
Flood Hazard Zones

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

- A
- AO
- X
- A99
- V
- OPEN WATER
- AE
- VE
- NOT POPULATED
- AH
- D
- AREA NOT INCLUDED
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Educational Quality
All students attend the same schools based on grade level.
## 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>80</td>
<td>80</td>
<td>B</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 82.9%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
</tbody>
</table>
# Texas Education Agency
## 2019 Accountability Ratings Overall Summary
### WILLIAM E WYLIE EL (201902109) - HENDERSON 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>80</td>
<td>76</td>
<td>B</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>48</td>
<td>76</td>
<td>C</td>
</tr>
<tr>
<td><strong>College, Career and Military Readiness</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>81</td>
<td></td>
<td>B</td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>48</td>
<td>81</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 70.0%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>73</td>
<td>76</td>
<td>C</td>
</tr>
</tbody>
</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

<table>
<thead>
<tr>
<th>Component</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Earned</td>
</tr>
<tr>
<td>Science</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Earned</td>
</tr>
</tbody>
</table>
Texas Education Agency
2019 Accountability Ratings Overall Summary
NORTHSIDE EL (201902108) - HENDERSON 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></td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>82</td>
<td>B</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td>54</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td>78</td>
<td>B</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td>54</td>
<td>B</td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>Academic Growth</td>
<td></td>
<td>78</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 65.1%)</td>
<td></td>
<td>54</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td></td>
<td>89</td>
<td>B</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

<table>
<thead>
<tr>
<th>Distinction</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Earned</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Earned</td>
</tr>
<tr>
<td>Science</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Earned</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Earned</td>
</tr>
</tbody>
</table>
Texas Education Agency
2019 Accountability Ratings Overall Summary
HENDERSON MIDDLE (201902041) - HENDERSON ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Component 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>Student Achievement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>45</td>
<td>76</td>
<td>C</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>64</td>
<td>66</td>
<td>D</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 65.5%)</td>
<td>45</td>
<td>82</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>31</td>
<td>71</td>
<td>C</td>
</tr>
</tbody>
</table>

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

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
HENDERSON H S (201902001) - HENDERSON ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>87</td>
<td>88</td>
<td>B</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>57</td>
<td>86</td>
<td>B</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>59</td>
<td>89</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>96.3</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>70</td>
<td>80</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 55.7%)</td>
<td>58</td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>85</td>
<td>86</td>
<td>B</td>
</tr>
</tbody>
</table>

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

Distinction Designations

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

Part 2 Tab 8

Supporting Documents:
Waiver of Rules

NA
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 # __________ | Contiguous Tract Quartile __________

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

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

   - 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);
Application is seeking points for Underserved Area.  

Total Points Claimed: 4

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: 0

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

Region: 4 Rural

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

No points were claimed for Opportunity Index.

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

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

Application is seeking points for Concerted Revitalization.  

Total Points Claimed: 0

2/25/2020
5. **Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

<table>
<thead>
<tr>
<th>Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3). (10 points)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>10</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Application meets all of the following requirements: (5 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.</td>
</tr>
<tr>
<td>Application includes acknowledgement from all lenders and the syndicator of the required closing date.</td>
</tr>
<tr>
<td>Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.</td>
</tr>
<tr>
<td>Application includes evidence that appropriate zoning will be in place at award.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<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>
</tr>
</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

#### Opportunity Index (Competitive HTC and Direct Loan Only)
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
  
  NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups ([http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp))
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2019, including the computation used to determine the crime rate ([https://www.neighborhoodscout.com](https://www.neighborhoodscout.com))
- Print-out from THECB website confirming accreditation of university or community ([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)
- **n/a** For Colonia:
  - Evidence from Attorney General of Colonia boundaries; and ([https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias))
  - Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
  - Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
  - 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.
- **x** 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 48401950900 has a median household income within the two highest quartiles of the region with a poverty percentage of less than 20%.
Census Tract Map
Henderson Trails

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
## Opportunity Index Amenities
### Henderson Trails

<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>I</td>
<td>Walmart Supercenter</td>
<td>2121 US-79</td>
<td>Henderson</td>
<td>75654</td>
<td>0.80</td>
</tr>
<tr>
<td>II</td>
<td>Walmart Pharmacy</td>
<td>2121 US-79</td>
<td>Henderson</td>
<td>75654</td>
<td>0.80</td>
</tr>
<tr>
<td>III</td>
<td>UT Health Henderson Emergency Room</td>
<td>300 Wilson St</td>
<td>Henderson</td>
<td>75652</td>
<td>1.26</td>
</tr>
<tr>
<td>IV</td>
<td>Learning Tree Educational Center</td>
<td>118 Glendale Ave</td>
<td>Henderson</td>
<td>75654</td>
<td>0.80</td>
</tr>
<tr>
<td>VI</td>
<td>Rusk County Library</td>
<td>106 East Main St</td>
<td>Henderson</td>
<td>75652</td>
<td>0.80</td>
</tr>
<tr>
<td>VII</td>
<td>Montgomery Park</td>
<td>Jacksonville Dr &amp; Slayton St</td>
<td>Henderson</td>
<td>75654</td>
<td>0.37</td>
</tr>
<tr>
<td>X</td>
<td>Anytime Fitness</td>
<td>103 St Paul St</td>
<td>Henderson</td>
<td>75654</td>
<td>0.75</td>
</tr>
<tr>
<td>XI</td>
<td>Fair Park Skate Park</td>
<td>Fair Park &amp; E Ragley St</td>
<td>Henderson</td>
<td>75654</td>
<td>0.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>XV</td>
<td>Henderson High School</td>
<td>B rating</td>
</tr>
</tbody>
</table>
Get baby essentials & groceries all in one order!

High-quality protein for deluxe dinners

Featured Items

- $17.88
  - Tyson Beef Pot Roast with Vegetables, 3.9 lb
  - Add to Cart

- $1.88
  - 12oz
  - Coca-Cola Energy Zero Sugar, Cherry, 12 Fl Oz (Single Can)
  - Add to Cart

- $3.64
  - 22.8 cents/oz
  - Trix Cereal, Trixx with Marshmallows Cereal, 16 oz.
  - Add to Cart

- $49.94
  - 3M Room Air Purifier, Console, 105 SQ Ft. coverage, Black, HEPA-Type Allergen Filter Included
  - Add to Cart

Best Sellers in Your Area

- $0.20
  - Bananas each
  - Add to Cart

- $2.99
  - Great Value Whole Milk, 1 Gallon, 128 FL Oz.
  - Add to Cart

- $2.04
  - Great Value Large White Eggs, 18 count, 36 oz.
  - Add to Cart

- $3.98
  - Great Value Purified Drinking Water Value Pack, 16.9 Fl Oz. 40 Count
  - Add to Cart

- $0.78
  - Green Bell Pepper, 1 each
  - Add to Cart

- $0.88
  - Great Value White Bread, 20 oz.
  - Add to Cart
Texas Pharmacy License # 21673

WALMART PHARMACY 10-165

License Information
- License Status: Active
- License #: 21673
- Expiration Date: 10/31/2021
- Date License Issued: 03/18/2002

Address
- 2121 HWY 79 SOUTH
- HENDERSON, TX  75654
- County: RUSK
- Phone: (903) 657-2757

Pharmacy Details
- Prior Disciplinary Orders*: No

Employment Information
- Pharmacist in Charge
  - LEE, JESSICA SOAPE

Pharmacy Profile *
- Accessible to disabled persons?: Yes
- Participates in the Texas Medicaid program?: Yes
- Translating services (Listed Below If Available)
  - Spanish

Remedial Plans and Inspection Reports
- Remedial Plans and/or Inspection Reports (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
- Yes Out-Patient Prescriptions
- No Ship Prescription Out of State
- No Class D (Expanded Formulary)
- No Class D (Alternative Visit Schedule)
- No Compounding Sterile-Risk Level Low
- No Compounding Sterile-Risk Level Med
- No Compounding Sterile-Risk Level High
- Yes Compounding Non-Sterile
- No 24 Hour Service
- No Closed Door
- No Compounding, Office Use
- No Home Delivery
- No Infusion
- Yes Pharmacist Administered Immunizations
- Yes Veterinary Prescriptions

Texas Pharmacist Employment Information

<table>
<thead>
<tr>
<th>Pharmacist Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>License Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>BROWN, JAN REYNOLDS</td>
<td>22306</td>
<td>01/17/1977</td>
<td>05/31/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>LEE, JESSICA SOAPE</td>
<td>57463</td>
<td>09/03/2015</td>
<td>01/31/2022</td>
<td>PIC</td>
<td>Active</td>
</tr>
</tbody>
</table>

Texas Registered Technicians/Trainees Employment information
### Technician/Trainee Information

<table>
<thead>
<tr>
<th>Technician/Trainee Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>Reg. Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>HENRY, SHUNTA NACOLE</td>
<td>108271</td>
<td>05/15/2004</td>
<td>07/31/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>PALMER, BEASHILA ETOIS</td>
<td>183264</td>
<td>02/05/2010</td>
<td>01/31/2022</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>RODRIGUEZ, HUMBERTO</td>
<td>261939</td>
<td>10/13/2016</td>
<td>10/31/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>SAINZ, GERARDO</td>
<td>294460</td>
<td>03/25/2019</td>
<td>03/31/2021</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>SANDERS, ASHTEN KAYLEE</td>
<td>287824</td>
<td>09/12/2018</td>
<td>09/30/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
</tbody>
</table>

### Remote Pharmacy Information

<table>
<thead>
<tr>
<th>Remote Pharmacy Name</th>
<th>Registr. #</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zipcod</th>
</tr>
</thead>
</table>

No records to view

### Pharmacy Owner Information

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Owner Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zipcod</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAL-MART STORES TEXAS, LLC</td>
<td>OWNER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SLOVENSKI, SEAN MICHAEL</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KLEYN, LUCAS</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HEENAN, GARRETT</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLEES, LORI ANN</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RICE, DANIEL JOHN</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KOCH, TIMOTHY</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
UT Health Henderson

Providers At This Location

- Gerald Appella, MD
  - Hospitalist

- Daniel Bennett, MD
  - Radiology

- Robert Buchanan, MD, FACS
  - General Surgery, 471

- Jeffrey Caffey, MD
  - Family Medicine

- Robert J. Carter, MD, FACP, FACCC
  - Cardiology

- Lakshmi J. Chambers, MD
  - Pediatrics
The emergency department at UT Health Henderson is designated as a Level IV trauma center by the state of Texas because of its ability to provide advanced trauma life support (ATLS). This includes evaluation, stabilization and diagnostic capabilities for sick and injured patients, along with the ability to stabilize and then transfer them to a higher level of trauma care, if necessary.
At UT Health Henderson, all elements are in place to treat your emergency whether major or minor including:

- physicians and nurses with advanced life support training, so that patients can receive immediate and appropriate care
- Level III stroke support facility designation by the state of Texas
- private treatment rooms
- laboratory services on-site
- diagnostic services featuring X-ray, ultrasound, Holter monitor ECG, nuclear medicine, 64-slice CT with iDose radiation reduction software and digital MRI
- splinting cart for broken bones
- transfer to UT Health Tyler Level I Trauma Center, if higher level of care is needed

UT Health Henderson is committed to innovative medicine and superior service. We are proud to bring world-class care right here to our neighborhood.
About Us

Learning Tree Educational Center staff will strive to provide the Highest Quality Childcare and Educational Service that promotes and enhances each child’s development; while assuring our parent’s peace of mind in the care and service we render.

We provide a safe, nurturing and developmentally appropriate program which fosters active learning, support for the whole child, and a child friendly environment.

- We foster innovation.
- We embrace team work.
- We strive for excellence.
- We respect and support families.
- We commit to service at all levels.
- We respect and appreciate diversity.
- We actively listen and seek to understand.
- We communicate openly and productively.
- We use resources creatively and responsibly.

Explore Our Website

- Home
- About Us
- Enrollment & Tuition
- Play As You Learn
- Contact

Hours of Operation

Monday 6:30am- 6pm
Tuesday 6:30am- 6pm
Wednesday 6:30am - 6pm
Thursday 6:30am - 6pm
Friday 6:30am - 6pm
Saturday Closed
Sunday Closed

Contact

118 Glendale Ave, Henderson TX 75654
(903) 657-2041
info@learningtreeeducationalcenter.com
Visit us on Facebook

© 2019 Learning Tree Educational Center. All Rights Reserved.
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: 1610359
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Henderson's Learning Tree Education Center
Location Address: 118 GLENDALE AVE
HENDERSON, TX 75654
Mailing Address: 118 GLENDALE AVE
HENDERSON, TX 75654
Phone Number: 903-657-2041
County: RUSK
Website Address: 
Email Address: 
Administrator/Director Name: Caprice Boren
Type of Issuance: Full Permit
Issuance Date: 6/27/2016
Permit Renewal Due By Date: 6/27/2020
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: 84
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 84
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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

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

- In the last five years, Licensing conducted the following:
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, 4316 standards were evaluated for compliance at this operation.

- Of the standards evaluated, 3 deficiencies were cited.

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

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

**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.
About Our Library System

Rusk County Library System

The mission of the Rusk County Library System is to provide the highest quality public library service that will effectively contribute to the enrichment of all residents of the county and to increase public awareness of the services offered in a modern public library system.

Materials

- Children’s Collection: Family Place Collection, Audiobooks, Beginner Readers, Easy & Juvenile Fiction & NonFiction
- DVDs/Games
- Newspapers
- Magazines
- Audiobooks
- Biographies
- Nonfiction
- Large Print book collection
- Young Adult Collection: YA Fiction/Non-Fiction/Biography/Audiobooks
- Audio books
- Genealogy collection
- Texas Collection
- Online Public Access Catalog of library holdings
- Internet access/Wifi
- Computer workstations
- Computer printers
- Die Cut Equipment by appointment

Services

- Photocopy machine
- Scan to email
- Fax machine
- Inter-Library Loan
- Mobile Printing
- TexShare Program
- Research Databases
- Events & Workshops
- Children’s programs
- Young Adult Programs
- Adult Programs
- Summer Reading Program: Adult, Young Adult, & Children

Library Cards

We have libraries located in Henderson, Overton, Mt. Enterprise, and Tatum. Your Rusk County System library card will be accepted at any of these locations.

- To use our materials and services you must apply for a library card.
- A valid photo I.D. must be presented in order to apply for a library card.
- Your library card must be available in order to check out items from the Rusk County Library System.

Persons 18 years or younger must have a parent/guardians signature in order to apply for a library card.
### Rusk County Library -- Henderson

**rclstaff7@gmail.com**

#### February 2020

<table>
<thead>
<tr>
<th>Sun</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
</tr>
<tr>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 5 p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>12pm Meeting Room</strong></td>
<td><strong>10am Storytime</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 5 p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4:15pm ROAR</strong></td>
<td><strong>12pm Meeting Room</strong></td>
<td><strong>10am Storytime</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 5 p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>12pm Meeting Room</strong></td>
<td><strong>10am Storytime</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 7:00 p.m.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Valentine's Day</strong></td>
<td><strong>8:30 a.m. - 5 p.m.</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 7:00 p.m.</td>
<td><strong>6pm Friends Meeting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closed</td>
<td><strong>12pm Meeting Room</strong></td>
<td><strong>10am Storytime</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
</tr>
<tr>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 5 p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5pm Mardi Gras Celebration</strong></td>
<td><strong>12pm Meeting Room</strong></td>
<td><strong>10am Storytime</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
</tr>
<tr>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 6 p.m.</td>
<td>8:30 a.m. - 7:00 p.m.</td>
<td>8:30 a.m. - 5 p.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8:30 a.m. - 5 p.m.</strong></td>
<td><strong>5pm Games &amp; Puzzles</strong></td>
<td><strong>6:30pm Family Game Night</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**RUSK COUNTY LIBRARY**

106 East Main St  
Henderson, TX 75652  
Phone 903-657-8557  
Fax 903-657-7637
Montgomery Park

Park Details
- 1.3 acre mini neighborhood park located on Jacksonville Drive at Slaydon Street
- Baseball practice field with backstop
- Pavilion with picnic tables donated by the Rotary Club
- Playground equipment

Contact Us
Henderson City Hall
400 W. Main St.
Henderson, TX 75652-3099
Phone: 903-657-6551
Fax: 903-657-7327

Quick Links
- Agendas & Minutes
- Code of Ordinances
- Employment Opportunities
- Farmer's Market
- Keep Henderson Beautiful

Helpful Numbers
- Public Safety (local office) 903-657-6095
- Chamber of Commerce 903-657-5528
- Center Point Energy 903-657-5552
- Rusk County Courthouse 903-657-0330
- Rusk County Sheriff's Office 903-657-3581
Everything You Need To Make It Happen

As the #1 co-ed gym in the nation, we offer our members safe and secure 24/7/365 access to over 4,600 locations worldwide. When you join Anytime, you’re not just joining a gym. You’re joining a supportive and encouraging group of community members that will be there with you every step, lunge, and lift of the way! Call or stop by your nearest club and try us free for 7 days.

The Right Coaching & Training Is A Real Life Changer

**Fitness Consultation**
Your free assessment sets you up with a personalized workout plan to help you kickstart reaching your goals.

**Team Workouts**
Join other members in a high-energy, full-body workout designed to build strength, endurance and accountability.

**Personal Training**
Individualized workouts with a certified personal trainer make sure you get, and stay, on the right track.

Gym Amenities

Cardio

Strength/Free Weights
FAQs

I am looking for membership prices. How much does it cost to join?

Pricing will vary depending on your location, but the average cost of monthly membership is $36.50 in the United States and $49 in Canada. Club dues, monthly fees and any additional charges are specific to each independently owned gym.

What different contract lengths does Anytime Fitness offer? Can I pay on a month-by-month basis?

At Anytime Fitness, you’ll find varying membership options dependent on your location. Some gyms offer 6, 12 and 18-month options, but you’ll need to check with your local Anytime Fitness to learn about the different types of membership plans available.

I have family, friends, or a significant other that would like to join the gym with me. Do you offer family or joint membership options?

Our clubs offer a variety of membership options and some locations offer family membership plans and joint memberships. The great thing about Anytime Fitness is that each club is unique, and their membership plans are, too! To find out which membership options are available near you, please visit our Find a Gym (https://www.anytimefitness.com/find-gym/) page and connect with us!

Do you offer student, senior, or military discounts?
Fair Park
Fairpark Dr, Henderson, TX 75652

www.hendersontx.us › Fair-Park

Fair Park | Henderson, TX - Official Website

... park (spray park hours are 10:00 am to 8:00 pm); Concrete parking lot; Concrete skate park; Home of the Henderson Community Center and Meals on Wheels ...
Fair Park

Park Details

- 1.8 miles of six feet concrete walking trails with three exercise stations along the trails and two pedestrian bridges over the creeks
- 40 acre community park centrally located in town off of Fair Park and East Ragley Street
- 1,800 feet asphalt entry road for access from Highway 79
- 1,800 square feet water spray park (spray park hours are 10:00 am to 8:00 pm)
- Concrete parking lot
- Concrete skate park
- Home of the Henderson Community Center and Meals on Wheels
- Includes fenced, well-lit baseball field with concrete bleachers
- Lighted pavilion with seating, water fountain, and a barbecue grill
- Manicured open area for play
- New playground with impact absorbent bedding in fall zones
- Plaza area
- Picnic stations with barbecue grill
- Resurfaced tennis courts
- Taking donations for benches throughout the park
- Washer pitching course
- **Fair Paws Dog Park coming soon!**

Pavilion bookings available 9:00 am-9:00 pm in 2 hour slots for $20.00.
All students attend same schools based on grade level.
# Texas Education Agency
## 2019 Accountability Ratings Overall Summary
**HENDERSON H S (201902001) - HENDERSON ISD**

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td></td>
<td>87</td>
<td>B</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td>88</td>
<td>B</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>57</td>
<td>86</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>59</td>
<td>89</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>96.3</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>70</td>
<td>80</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 55.7%)</td>
<td>58</td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td></td>
<td>85</td>
<td>B</td>
</tr>
</tbody>
</table>

### Identification of Schools for Improvement

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

### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Not Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not 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 48401950900. 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

NA
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
2020 Declared Disaster Areas
Counties Eligible under §11.9(d)(3) of the 2020 QAP
as of November 20, 2019

<table>
<thead>
<tr>
<th>Andrews</th>
<th>Comanche</th>
<th>Hansford</th>
<th>Leon</th>
<th>Rains</th>
<th>Washington</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelina</td>
<td>Concho</td>
<td>Hardeman</td>
<td>Liberty</td>
<td>Randall</td>
<td>Webb</td>
</tr>
<tr>
<td>Arkansas</td>
<td>Coryell</td>
<td>Hardin</td>
<td>Limestone</td>
<td>Real</td>
<td>Wharton</td>
</tr>
<tr>
<td>Archer</td>
<td>Cottle</td>
<td>Harris</td>
<td>Lipscomb</td>
<td>Refugio</td>
<td>Wheeler</td>
</tr>
<tr>
<td>Armstrong</td>
<td>Crockett</td>
<td>Hartley</td>
<td>Live Oak</td>
<td>Roberts</td>
<td>Wichita</td>
</tr>
<tr>
<td>Atascosa</td>
<td>Crosby</td>
<td>Haskell</td>
<td>Llano</td>
<td>Robertson</td>
<td>Wilbarger</td>
</tr>
<tr>
<td>Austin</td>
<td>Dallam</td>
<td>Hays</td>
<td>Loving</td>
<td>Rockwall</td>
<td>Willacy</td>
</tr>
<tr>
<td>Bandera</td>
<td>Dallas</td>
<td>Hemphill</td>
<td>Lubbock</td>
<td>Runnels</td>
<td>Williamson</td>
</tr>
<tr>
<td>Bastrop</td>
<td>Dawson</td>
<td>Hidalgo</td>
<td>Lynn</td>
<td>Rusk</td>
<td>Wilson</td>
</tr>
<tr>
<td>Baylor</td>
<td>Deaf Smith</td>
<td>Hill</td>
<td>Madison</td>
<td>Sabine</td>
<td>Winkler</td>
</tr>
<tr>
<td>Bee</td>
<td>DeWitt</td>
<td>Hood</td>
<td>Martin</td>
<td>San Augustine</td>
<td>Wood</td>
</tr>
<tr>
<td>Bell</td>
<td>Dickens</td>
<td>Hopkins</td>
<td>Mason</td>
<td>San Jacinto</td>
<td>Yoakum</td>
</tr>
<tr>
<td>Bexar</td>
<td>Dimmit</td>
<td>Houston</td>
<td>Matagorda</td>
<td>San Patricio</td>
<td>Young</td>
</tr>
<tr>
<td>Blanco</td>
<td>Donley</td>
<td>Howard</td>
<td>Maverick</td>
<td>San Saba</td>
<td>Zapata</td>
</tr>
<tr>
<td>Borden</td>
<td>Duval</td>
<td>Hunt</td>
<td>McLulloch</td>
<td>Schleicher</td>
<td>Zavala</td>
</tr>
<tr>
<td>Bosque</td>
<td>Eastland</td>
<td>Hutchinson</td>
<td>McLenan</td>
<td>Scurry</td>
<td></td>
</tr>
<tr>
<td>Brazoria</td>
<td>Edwards</td>
<td>Irion</td>
<td>McMullen</td>
<td>Shackelford</td>
<td></td>
</tr>
<tr>
<td>Brazos</td>
<td>Ellis</td>
<td>Jackson</td>
<td>Medina</td>
<td>Shelby</td>
<td></td>
</tr>
<tr>
<td>Briscoe</td>
<td>Erath</td>
<td>Jasper</td>
<td>Menard</td>
<td>Sherman</td>
<td></td>
</tr>
<tr>
<td>Brooks</td>
<td>Falls</td>
<td>Jefferson</td>
<td>Midland</td>
<td>Somervell</td>
<td></td>
</tr>
<tr>
<td>Brown</td>
<td>Fannin</td>
<td>Jim Hogg</td>
<td>Milam</td>
<td>Starr</td>
<td></td>
</tr>
<tr>
<td>Burleson</td>
<td>Fayette</td>
<td>Jim Wells</td>
<td>Mills</td>
<td>Stephens</td>
<td></td>
</tr>
<tr>
<td>Burnet</td>
<td>Fisher</td>
<td>Johnson</td>
<td>Mitchell</td>
<td>Sterling</td>
<td></td>
</tr>
<tr>
<td>Caldwell</td>
<td>Floyd</td>
<td>Jones</td>
<td>Montgomery</td>
<td>Stonewall</td>
<td></td>
</tr>
<tr>
<td>Calhoun</td>
<td>Foard</td>
<td>Karnes</td>
<td>Moore</td>
<td>Sutton</td>
<td></td>
</tr>
<tr>
<td>Callahan</td>
<td>Fort Bend</td>
<td>Kaufman</td>
<td>Motley</td>
<td>Swisher</td>
<td></td>
</tr>
<tr>
<td>Cameron</td>
<td>Freestone</td>
<td>Kendall</td>
<td>Nacogdoches</td>
<td>Tarrant</td>
<td></td>
</tr>
<tr>
<td>Carson</td>
<td>Frio</td>
<td>Kenedy</td>
<td>Navarro</td>
<td>Taylor</td>
<td></td>
</tr>
<tr>
<td>Cass</td>
<td>Gaines</td>
<td>Kent</td>
<td>Newton</td>
<td>Terry</td>
<td></td>
</tr>
<tr>
<td>Castro</td>
<td>Galveston</td>
<td>Kerr</td>
<td>Nolan</td>
<td>Throckmorton</td>
<td></td>
</tr>
<tr>
<td>Chambers</td>
<td>Garza</td>
<td>Kimble</td>
<td>Nueces</td>
<td>Tom Green</td>
<td></td>
</tr>
<tr>
<td>Cherokee</td>
<td>Gillespie</td>
<td>King</td>
<td>Ochiltree</td>
<td>Travis</td>
<td></td>
</tr>
<tr>
<td>Childress</td>
<td>Glasscock</td>
<td>Kinney</td>
<td>Oldham</td>
<td>Trinity</td>
<td></td>
</tr>
<tr>
<td>Cochran</td>
<td>Goliad</td>
<td>Kleberg</td>
<td>Orange</td>
<td>Tyler</td>
<td></td>
</tr>
<tr>
<td>Coke</td>
<td>Gonzales</td>
<td>Knox</td>
<td>Palo Pinto</td>
<td>Uvalde</td>
<td></td>
</tr>
<tr>
<td>Coleman</td>
<td>Gray</td>
<td>La Salle</td>
<td>Panola</td>
<td>Val Verde</td>
<td></td>
</tr>
<tr>
<td>Collin</td>
<td>Grimes</td>
<td>Lamar</td>
<td>Parker</td>
<td>Van Zandt</td>
<td></td>
</tr>
<tr>
<td>Collingsworth</td>
<td>Guadalupe</td>
<td>Lampasas</td>
<td>Parmer</td>
<td>Victoria</td>
<td></td>
</tr>
<tr>
<td>Colorado</td>
<td>Hall</td>
<td>Lavaca</td>
<td>Polk</td>
<td>Walker</td>
<td></td>
</tr>
<tr>
<td>Comal</td>
<td>Hamilton</td>
<td>Lee</td>
<td>Potter</td>
<td>Waller</td>
<td></td>
</tr>
</tbody>
</table>
Supporting Documents:
Readiness to Proceed

NA
2020 HTC
Full Application

Part 2 Tab 11

Site Information Form
Part III
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>10</td>
<td>NA</td>
<td>10</td>
</tr>
</tbody>
</table>

   Feasibility Report Survey: 10  Feasibility Report Engineer’s Plan: 10

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

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

   none

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter James McNee III, Zelma Crain McNee, Nancy McNee Newel</td>
<td>Peter James McNee III, Zelma Crain McNee, Nancy McNee Newel</td>
<td>5750 Birdwood Rd.</td>
</tr>
</tbody>
</table>

   Address:
   - Houston  TX  77096  10/10/2018

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

   If “Yes,” please explain:

   No

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judith Suzanne Newkirk Mateer</td>
<td>none</td>
</tr>
<tr>
<td>Julie Annette Newkirk Rusk</td>
<td>none</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.
   - [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
   - [ ] The Property has the following encumbrance(s):

   Expiration of Contract or Option: 9/30/2020  Anticipated Closing Date: 9/30/2020

   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:

   2/25/2020
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:

- 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)

- Development is entirely Supportive Housing (Competitive HTC Only)

- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)

- Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. (Competitive HTC only)

- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)

- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (Competitive HTC only)

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

### Ingress/Egress and Easements
- Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

### Re-platting or Vacating Requirement
- Documentation required by 10 TAC §11.204(10)(E) is included, as applicable.

### Title Commitment or Policy
- **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.
- 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:

2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”) is entered into this 21st day of January, 2020, by and between Trinity Housing Development Texas, LLC, a Texas Limited Liability Company (“Assignor”) and Trinity Henderson Trails, LP (“Assignee”).

RECITALS

A. On or about January 6, 2020, ASSIGNOR and PETER JAMES MCNEE, III; JAMES DOUGLAS MCNEE; ZELMA CRAIN MCNEE AND NANCY MCNEE NEWELL, (Sellers), entered into a certain Contract of Sale Agreement (“Agreement”), a copy of which is attached hereto as Exhibit A and made a part hereof. Except as expressly provided herein, each capitalized term used in this Assignment and not otherwise defined herein shall have the meaning given to such term in the Agreement.

B. Assignor desires to assign to Assignee and Assignee desires to accept assignment from Assignor, those certain rights, duties and obligations of Assignor under the agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. For the assignment set forth above, Assignee hereby assumes all of the duties, responsibilities, obligations and liabilities of Assignor under the Agreement.

2. This Assignment and Assumption Agreement and all covenants, representations and warranties made herein shall inure to the benefit of Assignee and Assignee’s successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed this 21st day of January, 2020.

(SIGNATURES ON FOLLOWING PAGE)
ASSIGNOR: Trinity Housing Development Texas, LLC
By: J. Ryan Hamilton, Presiding Manager

ASSIGNEE: Trinity Henderson Trails, LP
a Texas Limited Partnership

By: Trinity Henderson Trails GP, LLC
a Texas Limited Liability Company
its General Partner

By: J. Ryan Hamilton, Managing Member
CONTRACT OF SALE

THIS CONTRACT OF SALE (the "Contract") is made between James Douglas McNeely ("Seller") and Trinity Housing Development Texas, LLC, a Texas limited liability company and/or assigns ("Purchaser"), who, in consideration of the agreements herein contained, and for good and valuable consideration to be received, and the sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1.

SALE OF THE PROPERTY

Subject to the terms and provisions of this Contract, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller approximately 10 +/- acres of vacant real property, located in The City of Henderson, Rusk County, Texas, Rusk County Appraisal District Property ID 36551, further described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all appurtenances thereon or in anywise appertaining thereto (collectively, the "Property").

ARTICLE 2.

PURCHASE PRICE

The total purchase price for the Property (the "Purchase Price") shall be FOUR HUNDRED THOUSAND DOLLARS ($400,000.00), and will be paid to Seller in cash at closing, as that term is defined in Section 7.1 hereof, subject to prorations and other credits provided for in this Contract.

ARTICLE 3.

INITIAL CONSIDERATION AND EARNEST MONEY DEPOSIT

3.1 Initial Consideration. No later than five (5) business days after the Effective Date, Purchaser shall deliver to Providence Title Company (hereinafter referred to as the "Title Company"), 5120 Woodway, Suite 7036, Houston, TX 77056, a check in the amount of Ten Thousand Dollars ($10,000.00) as escrow for this Contract. The Initial Consideration is non-refundable after ninety (90) days from the fully executed date of this Purchase and Sale Agreement, but applicable to the purchase price. The escrow shall be retained by Seller regardless of whether or not this Contract is terminated after the ninety (90) day initial inspection period from the fully executed Purchase and Sale Agreement, pursuant to a Permitted Termination as provided in Section 10.1 hereof.
ARTICLE 4.

TITLE AND SURVEY

4.1 Title Binder. Seller shall, as soon as possible, and not later than thirty (30) days from the Effective Date, cause to be furnished to Purchaser a current standard Texas form Commitment for Title Insurance (the "Commitment"), issued through the Title Company, describing the Property (which legal description, unless and to the extent modified by the Survey prescribed in Section 4.2 below, shall be deemed incorporated in this Contract), listing Purchaser as the proposed insured and showing the Purchase Price or such greater amount as specified by Purchaser as the policy amount. With regard to the standard printed exceptions and other common exceptions generally included in Texas form Commitments for Title Insurance: (i) the exception for restrictive covenants shall be deleted or shall list the instruments containing restrictions, (ii) the exception for area and boundaries shall be annotated to show that upon receipt by the Title Company of a satisfactory survey, the exception will at the Closing be limited to "shortages in area" at Purchaser's expense (iii) the exception for ad valorem taxes shall reflect only standby fees, taxes and assessments by taxing authorities for the current year and subsequent years, and subsequent taxes and assessments by taxing authorities for prior years due to change in land usage or ownership, (iv) there shall be no exception for "visible and apparent easements," for "public or private roads" or the like and (v) there shall be no exception for "rights of parties in possession." At such time as Seller causes the Commitment to be furnished to Purchaser, Seller shall further cause to be furnished to Purchaser legible true copies of all instruments referred to in the Commitment as conditions or exceptions to title to the Property.

4.2 Survey. Purchaser, at Purchaser’s expense, shall cause to be prepared a survey (the "Survey") of the Property, prepared by a surveyor licensed in the State of Texas.

4.3 Review of Title and Survey. Purchaser shall have a period (the "Review Period") ending the earlier of (a) the last day of the Feasibility Period (hereinafter defined), or (b) ninety (90) days after the date on which Purchaser receives the last to be received of (i) the Commitment, (ii) legible true copies of all instruments referred to in the Commitment, and (iii) the Survey, in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Commitment or on the Survey.

Any title encumbrances or exceptions which are set forth in the Commitment or on the Survey, and to which Purchaser does not object within the Review Period, shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). None of the exceptions prohibited in Section 4.1 above shall be Permitted Exceptions.

4.4 Objections to Status of Title. In the event that Purchaser shall object to the status of Seller's title during the Review Period, Seller shall have thirty (30) days from delivery of Purchaser's objections within which to satisfy Purchaser's objections ("Seller's Cure Period"). In the event Seller shall be unable or unwilling to satisfy Purchaser's objections within Seller's Cure Period, Seller shall notify Purchaser of such fact in writing ("Seller's Notice") prior to the expiration of the Seller's Cure Period (Seller's failure to deliver Seller's notice being deemed an election to satisfy Purchaser's objections), and Purchaser shall have the option to (i) waive Purchaser's objections and purchase the Property as otherwise contemplated in this Contract, notwithstanding such objections, in which event the subject matter of such waived objections shall
become Permitted Exceptions, and Seller shall convey the Property to Purchaser by the deed referred to in Section 7.4(a)(1) hereof, subject to the Permitted Exceptions, or (ii) terminate this Contract by written notice to the Seller within thirty (30) days after receipt by Purchaser of Seller's Notice, which shall be a Permitted Termination as provided in Section 10.1 hereof.

ARTICLE 5.

INVESTIGATION BY PURCHASER

5.1 Matters to be Submitted. Within thirty (30) days from the Effective Date, and to the extent in Seller's possession and not previously furnished by Seller to Purchaser, Seller shall use Seller's best efforts to deliver to Purchaser, at Seller's sole cost and expense, the following items (hereinafter referred to as the "Submission Matters"):

(a) Copies, certified by Seller to be true and correct, of all real property tax bills with respect to the Property for the year 2018 and the valuation for 2018 and copies of any notices received by Seller of any taxing authority's intent to effect a change in the assessed value or basis for levy of taxes with respect to the Property indicated in such bills;

(b) copies of all surveys, environmental site assessments or geotechnical reports of the Property which have been prepared for Seller or are in Seller's possession, if any;

(c) copies of all leases affecting the Property, if any;

5.2 Feasibility Period. Purchaser shall have a period until March 1, 2020, to examine the Submission Matters, to apply for tax credit funding, and to physically inspect the Property, and Purchaser or Purchaser's authorized representative shall have the right from and after the Effective Date to enter upon and make non-destructive tests on the Property, which tests may include environmental assessments and structural engineering and testing, soil analysis, and core drilling. Purchaser shall repair any physical damage occasioned to the Property as a result of such tests. Purchaser shall give Seller seventy two (72) hours' notice prior to any inspection of the Property. Purchaser shall indemnify and hold Seller harmless from any and all costs or expenses incurred in relation to the inspections and studies described herein.

The parties agree to cooperate so that Purchaser and its consultants may examine the Property for asbestos containing materials, and to fully analyze the extent of required remediation through environmental assessment inspections.

5.3 Approval of Inspections. The obligations of Purchaser pursuant to this Contract are expressly conditioned and contingent upon Purchaser's satisfaction with and approval of the Submission Matters and the results of all inspections made by Purchaser pursuant to the provisions of this Article 5 within the Feasibility Period, such satisfaction and approval to be in the sole and absolute discretion of Purchaser. In the event of disapproval by Purchaser of the results of one or more of such inspections and inquiries, or if Purchaser for any other reason determines that Purchaser does not want to purchase the Property, this Contract shall at the election of Purchaser
be terminated upon written notice to Seller prior to the expiration of the Feasibility Period, which shall be a Permitted Termination as provided in Section 10.1 hereof.

ARTICLE 6.
WARRANTIES AND REPRESENTATIONS

6.1 Warranties and Representations of Seller. The Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing Date that:

(a) no portion of the Property shall, as of or subsequent to the Closing Date, be subject to the burdens or obligations of any agreement which would restrict or inhibit the operation and use of the property for the planned development of multi-family rental housing.

(b) there is no pending condemnation or similar proceeding affecting the Property or any portion thereof, and Seller has not received any written notice and has no actual knowledge that any such proceeding is contemplated;

(c) to Seller's actual knowledge, there is no action, suit, proceeding or claim affecting any portion of the Property, or relating to or arising out of the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality nor, to the actual knowledge of Seller, is any such action, suit, proceeding or claim threatened or being asserted; and to Seller's actual knowledge, there is no proceeding pending or presently being prosecuted for the reduction of the assessed valuation or taxes or other impositions payable in respect of any portion of the Property;

(d) to Seller's actual knowledge, no work has been performed or is in progress by Seller, and no materials have been furnished to the Property, which might give rise to mechanic's, materialman's or other liens against the Property or any portion after Closing;

(e) Seller has full right, title, authority and capacity to execute and perform this Contract and to consummate all of the transactions contemplated herein, is not prohibited from consummating the transactions contemplated in this Contract by any law, regulation, agreement, instrument, restriction, order or judgment;

(f) to Seller's actual knowledge, there are no adverse parties in possession of the Property or of any part thereof and no parties in possession thereof except Seller, except as otherwise expressly disclosed herein, and no party has been granted any license, lease, or other right relating to the use or possession of the Property except as otherwise expressly disclosed herein;

(g) there are no contracts or other obligations outstanding for the sale, exchange or transfer of the Property or any portion thereof or the business operated thereon;
(h) To Seller's actual knowledge, there are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property;

(i) Seller is a citizen or resident of the United States of America, a domestic partnership, a domestic corporation or a non-foreign estate or trust, is not a "foreign person" and is not currently a U.S. Real Property Holding Company (as the foregoing terms are defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the "Federal Tax Laws")) and Purchaser is not required to withhold from Seller, pursuant to the federal tax law, any of the consideration to be paid for the Property pursuant to this Contract.

Property Condition. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, PURCHASER ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION "AS IS," WHERE IS" AND "WITH ALL FAULTS" EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION, INCOME TO BE DERIVED FROM OR EXPENSES TO BE INCURRED WITH RESPECT TO SUCH PROPERTY, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH IN THIS CONTRACT. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OR ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USE WHICH MAY BE CONDUCTED THEREON, (III) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OR ANY APPLICABLE GOVERNMENT AUTHORITY OR BODY, (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (V) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, AND DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. PURCHASER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT
ON ANY INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF THE SELLER, PURCHASER IS PURCHASING THE PROPERTY WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, OTHER THAN THE WARRANTY OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED AND THE WARRANTIES AND REPRESENTATIONS EXPRESSLY SET FORTH IN THIS CONTRACT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, AFTER FINAL CLOSING AND FUNDING OF THIS CONTRACT, SELLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY REMEDIAL MEASURES REQUIRED BY ANY GOVERNMENTAL AGENCY, OR OTHERS, IN CONNECTION WITH THE PROVISIONS OF THIS PARAGRAPH.

6.2 Leasing/sale. Seller will not enter into any other lease or sale agreements affecting the property.

6.3 Closing Certificate. At Closing, Seller shall execute and deliver to Purchaser a certificate ("Closing Certificate") certifying that the representations and warranties set forth by Seller in this Contract are true and correct as of Closing except as may be otherwise set forth in the Closing Certificate. If the qualifications set forth in the Closing Certificate are material and arise as a result of causes other than the act or failure to act of Seller, Purchaser (as its sole remedy) may either: (a) waive said matter and close this transaction in accordance with the terms hereof; or (b) elect to terminate this Contract by delivering written notice thereof to Seller on or before the Closing, which shall be a Permitted Termination as provided in Section 10.1 hereof. If the qualifications set forth in the Closing Certificate are material and arise out of the act or failure to act of Seller, Purchaser shall have the remedies set forth in Section 10.2.

6.4 Survival. The representations and warranties made by Seller in Section 6.1 hereof, elsewhere in this Contract, shall survive the passage of title from Seller to Purchaser for a period of six (6) months at which time they shall terminate if Purchaser has not previously commenced litigation based on the breach thereof. Seller shall and does hereby indemnify Purchaser from and against any and all actual loss, damage, cost and expense, including court costs and reasonable attorneys' fees and expenses, which Purchaser may incur or sustain arising out of any material breach of Seller's representations or warranties in this Contract.

ARTICLE 7.

CLOSING

7.1 Time and Place of Closing. Provided that all of the conditions of this Contract shall have been satisfied, and specifically all Conditions Precedent to Closing, on or prior to the Closing Date (herein so called), the Closing (herein so called) of this transaction shall take place at the Title Company on September 30, 2020, or such earlier date as may be specified by Purchaser by not less than (14) days advance notice to Seller. Purchaser shall have the right, at its sole discretion, to extend the Closing Date for one (1) period of sixty (60) days, by written notice to Seller not less than five (5) days prior to the then current Closing Date, together with deposit in escrow of the amount of Fifteen Thousand Dollars ($15,000) for such extension, which payments
shall be non-refundable (except in the event of Seller's default hereunder or inability to deliver title to the Property in the condition required hereunder) but shall be applicable to the Purchase Price.

7.2 Expenses. Seller shall pay the premium for a standard Texas Owner's Policy of Title Insurance issued by the Title Company insuring Purchaser's title to the Property in the amount of the Purchase Price for the Property, its own attorney's fees, half of the escrow fee charged by the Title Company, and its share of the prorations as set forth in Section 7.3 hereof. Purchaser shall pay the cost of the Survey, its proportionate share of the prorations as set forth in Section 7.3 hereof, one-half of the escrow fee charged by the Title Company, the recording fees for its deed, and its own attorney's fees. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.

7.3 Prorations. Real property ad valorem taxes, and utility charges, if any, shall be prorated to the Closing, based upon actual days involved. Seller shall be responsible for all ad valorem taxes for any period prior to the Closing. All charges pursuant to any utility charges shall be determined as of the day prior to the Closing Date and paid by Seller. To the extent that the actual amounts of such charges, expenses, and income referred to in this Section are unavailable at the Closing Date, the closing statements shall be based upon estimated amounts, and a readjustment of these items shall be made within thirty (30) days after the Closing. Seller shall bear all expenses through the Closing Date. In connection with the proration of real property ad valorem taxes, if actual tax figures for the year of Closing are not available at the Closing Date, an estimated proration of taxes shall be made using tax figures from the preceding year; however, when actual taxes for the year of Closing are available, a corrected proration of taxes shall be made. If such taxes for the year of Closing increase over those for the preceding year, Seller shall pay to Purchaser a pro-rata portion of such increase, computed to the Closing Date, and conversely, if such taxes for the year of Closing decrease from those of the preceding year, Purchaser shall pay to Seller a pro rata portion of such decrease, computed to the Closing Date, any such payment to be made within ten (10) days after notification by either party that such adjustment is necessary. Seller shall, on or before the Closing Date, furnish to Purchaser and the Title Company all information necessary to compute the prorations provided for in this Section. Except for the prorations between Purchaser and Seller as hereinabove provided, the payment of any and all assessments, special assessments, charges, levies, rollback taxes, or taxes against the Property, shall be the sole responsibility of and shall be paid by Seller if due and payable prior to the Closing Date and shall be the sole responsibility of and shall be paid by Purchaser if due and payable on or after the Closing Date, provided, however, that Seller shall be responsible for and shall pay subsequent assessments for ad valorem taxes for years prior to the year of Closing due to change in land usage or in ownership of the Property.

7.4 Deliveries at Closing. At the Closing:

(a) Seller shall deliver to Purchaser the following:

(1) a Special Warranty Deed, duly executed and acknowledged by Seller, conveying to Purchaser the Property free and clear of any lien, encumbrance or exception other than the Permitted Exceptions;

(2) transfer and assignment of Seller's interest in all leases, rents and security deposits for all or part of the Property, and tenant estoppel certificates.
(3) transfer and assignment of Seller's interest in all licenses and permits related to the Property

(4) a standard Texas form Owner Policy of Title Insurance issued by the Title Company conforming to the requirements of Article 4 above, insuring Purchaser's title in the amount of the Purchase Price and containing no exceptions other than the Permitted Exceptions;

(5) ad valorem tax statements for the Property for the calendar year of the Closing, if available and if not previously presented;

(6) possession of the Property;

(7) a Closing Certificate as required by Section 6.2 of this Contract;

(8) such evidence of the authority and capacity of Seller as Purchaser and/or the Title Company may reasonably require;

(9) a "Bills Paid Affidavit" to Purchaser and the Title Company verifying that all bills and other payables due in connection with the Property are paid, and any other documentation reasonably required by the Title Company in connection with the Closing;

(10) an affidavit in form and substance acceptable to Purchaser and in compliance with federal tax laws including, without limitation, the Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended, which shall, among other things, set forth under penalty of perjury Seller's taxpayer identification number, a description of the Property, and the statement made under the penalty of perjury that Seller is not a "foreign person" (as defined in the aforementioned federal tax laws); and

(11) any other affidavit or addendum to this contract, as may be required by Purchaser's and its affiliates lenders and/or investors as it relates to the Property.

(b) Purchaser shall deliver to Seller the following:

(1) the consideration required pursuant to Article 2 hereof in cash or by certified funds or cashier's check in U.S. funds; and

(2) such evidence of the authority and capacity of Purchaser and its representatives as Seller or the Title Company may reasonably require.

ARTICLE 8.

INTERIM RESPONSIBILITIES OF SELLER

Seller agrees that during the period between the Effective Date and the Closing Date:
(a) Seller will manage the Property in accordance with the practices of a prudent real estate operator and shall continue to offer services and amenities (if applicable) in accordance with its practices prior to the Effective Date;

(b) Seller will enter into no agreement with respect to the leasing or use, operation or maintenance of any portion of the Property without the prior written consent of Purchaser;

(c) subject to the prorations prescribed in Section 7.3 hereof, Seller will cause to be paid any and all costs and expenses of operation and maintenance of the Property incurred or attributable to a period prior to the Closing, and Seller agrees to indemnify and hold Purchaser harmless from all such costs and expenses;

(d) Seller will not further encumber or permit encumbrance of the Property in any manner; and

(e) Seller will cooperate with all efforts to entitle the property for tax credit funded residential development, subject to the limitations set forth herein, including but not limited to signing paperwork.

(f) Seller will cooperate with Purchaser’s efforts to plat and/or zone the property, as necessary for residential development,

(g) Seller will grant necessary site access easements, right of way dedications, and utility easements, if needed for Purchaser’s development

ARTICLE 9

CONDITIONS

9.1 Conditions Precedent to Purchaser’s Obligation to Close. Purchaser’s obligation to consummate the transactions contemplated hereunder is conditioned upon satisfaction of each of the following conditions at or prior to the Closing (or such earlier date as is specified with respect to a particular condition):

(a) None of the representations and warranties of Seller set forth in Article 6 hereof shall be untrue or inaccurate in any material respect;

(b) Seller shall not have failed to perform or comply with any of its agreements or obligations in the manner and within the periods provided herein, unless waived by Purchaser as hereinafter provided in this Paragraph 9.1;
(c) Neither Seller, nor any of the individual parties comprising Seller, shall be in receivership or dissolution, or have made any assignment for the benefit of creditors, or admitted in writing their inability to pay their debts as they mature, or have been adjudicated a bankrupt, or have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or any 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 shall have been filed against it;

(d) No material or substantial change shall have occurred with respect to the Property which would in any way affect the findings made by Purchaser in connection with its inspections made pursuant to the terms of this Contract, unless caused by Purchaser during its inspections and studies of the Property;

(e) Neither the Property nor any part thereof or interest therein shall have been taken by execution or other process of law in any action prior to Closing;

(f) The Property shall be properly zoned with all necessary authorities in accordance with all applicable legal requirements to allow the construction and development of a residential housing community to be built and operated with conditions acceptable to Purchaser in Purchaser's sole discretion (the "Residential Community"), immediately upon the Closing; and

(g) Purchaser, at Purchaser's sole cost and expense, shall have received all entitlements necessary to construct the Residential Community, including, but not limited to, a TDHCA commitment award letter for housing tax credits, parcel maps, development plans, plats, and infrastructure development permits. Seller will cooperate with and assist Purchaser in connection with any investigations that Purchaser reasonably deems necessary to determine the feasibility of the construction of the Residential Community. Such cooperation will include, without being limited to, the signing of all documents necessary or instant to the processing of such applications and attendance at whatever meetings may be required in order that Purchaser may receive approval of such applications.

In the event that all of the above conditions are not satisfied at or prior to the Closing (or such earlier date as is specified with respect to a particular condition), Purchaser may terminate this Contract, which shall be a Permitted Termination as provided in Section 10.1 hereof.

9.2. Environmental Clearance: Buyer and Seller acknowledge the following:

(a) Purchaser may submit an application for Multifamily Direct Loan funds from TDHCA for a proposed multifamily development on the property described in this Contract.

(b) That an environmental review and clearance may be required for the property described in this Contract should the project receive an award of Multifamily Direct Loan funds.
(c) That the property described in this Contract will not be able to be transferred until the property receives environmental clearance (if applicable) should the project receive an award of Multifamily Direct Loan funds.

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

ARTICLE 10.

TERMINATION, DEFAULT AND REMEDIES

10.1 Permitted Termination. If this Contract is terminated by either party pursuant to a right expressly given it to do so hereunder (herein referred to as a "Permitted Termination"), this Contract shall thereafter be null and void and neither party shall have any further rights or obligations hereunder, except for such obligations that expressly survive the termination of this Contract.

10.2 Default by Seller. Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

(a) any of Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect; or

(b) Seller shall fail to meet, comply with or perform any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Contract, for any reason other than a Permitted Termination.

In the event of a default by Seller hereunder and which default has not been remedied by Seller, Purchaser may, at Purchaser's option and as its sole and exclusive remedy, do either of the following:

(1) terminate this Contract by written notice delivered to Seller at or prior to the Closing upon which Seller shall return to Purchaser the full amount of all earnest money paid to Seller under Article 3 of this Contract; or

(2) enforce specific performance of this Contract against Seller for the purchase of the Property only. In the event specific performance is not available as a result of any
intentional action or intentional inaction on the part of Seller, bring an action against Seller for damages.

10.3 Default by Purchaser. Purchaser shall be in default hereunder if Purchaser shall fail to deliver at the Closing any of the items required of Purchaser in Section 7.4(b) hereof, for any reason other than a default by Seller hereunder or a Permitted Termination. In the event of a default by Purchaser hereunder, Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to terminate this Contract by notice to Purchaser and receive the Earnest Money Deposit, it being agreed between Purchaser and Seller that such sum shall be liquidated damages for a default by Purchaser hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default.

10.4 Attorney's Fees. If it shall be necessary for either Purchaser or Seller to employ an attorney to enforce its rights pursuant to this Contract because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorney's fees.

ARTICLE 11.
MISCELLANEOUS

11.1 Casualty Loss. All risk of loss to the improvements on the Property shall remain upon Seller prior to Closing. If prior to Closing, the improvements on the Property shall be damaged or destroyed by fire or other casualty, Purchaser shall still be obligated to close.

11.2 Condemnation. From the Effective Date through the Closing Date, Seller agrees to give Purchaser prompt notice of any actual or proposed taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur the actual or proposed taking or condemnation of all or any portion of the Property as would, in Purchaser's sole discretion, materially interfere with Purchaser's intended use thereof, then in any such event, Purchaser may at its option terminate this Contract by notice to Seller within thirty (30) days after Purchaser has received the notice referred to above or at the Closing, whichever is earlier.

11.3 Brokerage Commission. Seller agrees to indemnify Purchaser and hold Purchaser harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Purchaser by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Seller. Purchaser agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees) paid or incurred by Seller by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Purchaser other than that due to Broker.

11.4 No Assumption of Seller's Liabilities. Purchaser is acquiring only the Property from Seller and is not the successor of Seller. Purchaser does not assume or agree to pay, or indemnify Seller or any other person or entity against, any liability, obligation or expense of Seller or relating to the Property in any way except only to the extent, if any, herein expressly and specifically provided.
11.5 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered when actually received, or, if earlier and regardless of whether actually received (except where receipt is specified in this Contract), upon the later of (i) email transmission to the addressee at the email addresses set forth below or (ii) deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage fully prepaid, addressed to the addressee at its address set forth below, or at such other address or teletypewriter number as such party may have specified theretofore by notice delivered in accordance with this Section and actually received by the addressee:

To Seller: Peter
James Douglas McNeely, III
5750 Birdwood Rd
Houston, TX 77096
jm3@mcnee.com

To Buyer: Trinity Housing Development Texas LLC
Attn: Michael Fogel
809 S Lamar Blvd, Suite A
Austin, TX 78704
mfogel@trinityhousingdevelopment.com

With copy to: Trinity Housing Development, LLC
Attn: J. Ryan Hamilton
3556 S. Culpepper, Suite 4
Springfield, MO 65804
rhamilton@trinityhousingdevelopment.com

Adam Horton
ahorton@trinityhousingdevelopment.com

11.6 Governing Law: Venue. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Contract. The obligations of the parties are performable and venue for any legal action arising out of this Contract shall lie in Travis County, Texas.

11.7 Integration: Modification: Waiver. This Contract constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Contract cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Contract) executed by the party against whom enforcement of the modification or waiver is sought.

11.8 Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.
11.9 **Headings; Construction.** The headings which have been used throughout this Contract have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the words "here" when used in this Contract shall refer to the entire Contract and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

11.10 **Invalid Provisions.** If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of any such provision shall not be affected thereby.

11.11 **Binding Effect; Assignment.** This Contract shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors and assigns. Purchaser may assign its rights hereunder to any affiliate of Purchaser without consent from Seller. Upon acceptance of any such assignment, assignee shall assume Purchaser's obligations hereunder, provided, however, that Purchaser shall not be relieved of all duties and obligations hereunder. Except as expressly provided herein, nothing in this Contract is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Contract.

11.12 **Further Acts.** In addition to the acts recited in this Contract to be performed by Seller and Purchaser, Seller and Purchaser agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

11.13 **Exhibits.** All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

11.14 **Effective Date.** The date of formation of this Contract (herein called the "Effective Date") shall for all purposes be the date of the signature of the last to sign of the parties hereto.

11.15 **Expiration.** The offer of Purchaser extended by the delivery of this Contract to Seller shall be automatically revoked unless Seller shall execute this Contract and deliver an executed copy of same to Purchaser no later than **December 22, 2019.**

11.16 **Rezoning.** Purchaser and Seller will work together in good faith to rezone the property for senior multifamily residential development.

Page 14 of 17 Property ID Rusk CAD: 36551, Hwy 79, Henderson, TX
IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth below:

SELLER:

Date Signed by Seller: 1/6/2020

By: Nancy McNee Newell
Name: Nancy McNee Newell

PURCHASER:

Date Signed by Purchaser: December 17, 2019

By: Michael Fogel
Name: Michael Fogel
Title: Vice President

Name: J. Ryan Hamilton
Title: Managing Member
RECEIPT OF EARNEST MONEY DEPOSIT
AND AGREEMENT OF TITLE COMPANY

Providence Title hereby acknowledges the receipt of the following:

(i) one (1) fully signed and executed copy of this Contract; and

(ii) the Initial Consideration in the amount of $10,000.

The Title Company hereby agrees to hold the Earnest Money Deposits in escrow as contemplated by this Contract and to dispose of such funds in strict accordance with the terms and provisions of this Contract.

By: ____________________________

Name (Print): Suzie Medford
Title: Escrow Officer
Company: Providence Title
Date: January 10, 2020
[Exhibit A]

Subject Property – Approximately 10 Acres (m/l) as identified below.

Located in Henderson, TX (Rusk CAD 36551) - Legal Description to follow with Title.
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
Good afternoon Michael~

According to the attached documents, variations of Nancy’s name are referenced in the following manner:

- Contract of Sale reflects: Nancy McNee Newell
- Title vested as: Nancy Lee McNee Combs
- Probate reflects: Nancy McNee Combs a/k/a Nancy McNee Newell, as Affiant; and Nancy McNee Combs Newell, as Administratrix

It appears that she is one in the same as all of these variations. We can obtain a Name Affidavit at closing if necessary.

Suzie Medford
Escrow Officer | Austin Commercial Division

C: 817-999-4468
smedford@protitletx.com

6500 River Place Blvd, Building 7 Suite 250
Austin, TX 78730

protitletx.com | Facebook | Twitter

COVID-19 UPDATE: PROVIDENCE TITLE IS STILL OPEN FOR BUSINESS and all services are available, as we are an “essential business” under the Financial Services sector. While continuing to offer the same great level of service, please be aware that some procedures have changed in order to provide for the health and safety of our team members, customers, and partners. IMPORTANT: Providence Title locations may only be available by appointment. The use of Mobile Notary Signings, Remote Online Notary (RON), Electronic Signing and various other options for closings may be available.

BEWARE OF CYBER-FRAUD

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. Please be advised that wiring instructions may also be confirmed or provided in person at your local Providence Title branch.

This communication, including attachments, is for the exclusive use of addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return email and delete this communication and destroy all copies.

This message was secured by Zix.®
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
FIDELITY NATIONAL TITLE INSURANCE COMPANY

We, Fidelity 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 B and 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:
Providence Title Company

By: _________________________________
Authorized Countersignature

Fidelity National Title Insurance Company

By: _________________________________
President

By: _________________________________
Secretary

CONDITIONS AND STIPULATIONS

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

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

<table>
<thead>
<tr>
<th>Title Insurance insures you against loss resulting from certain risks to your title.</th>
<th>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>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.</td>
</tr>
</tbody>
</table>

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

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

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

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

When your Policy is issued, the coverage will be limited by the Policy's 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 Fidelity National Title Insurance Company at 1-800-654-7041 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

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

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

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE __________________________  DATE __________________________
FIDELITY NATIONAL TITLE INSURANCE

Commitment No.:

SCHEDULE A

Effective Date: December 31, 2019

Commitment No. 154000004, issued February 20, 2020 12:00 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: $400,000.00
      PROPOSED INSURED: Trinity Henderson Trails, LP

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

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: 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:

   Zelma C. McNee, Peter James McNee, III, James Douglas McNee, and Nancy Lee McNee Combs
4. Legal description of land:

SITUATED IN THE CITY OF HENDERSON, COUNTY OF RUSK AND STATE OF TEXAS AND KNOWN AS BEING A 10.00 ACRE PARTITION FROM A 202.55 ACRE PARCEL IN THE J. SMITH SURVEY, A-709 CONVEYED TO PETER JAMES McNEE BY DEED RECORDED IN VOLUME 3600, PAGE 627 O.P.R.R.C. (OFFICIAL PUBLIC RECORDS RUSK COUNTY) AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT AN ANGLEPOINT IN A SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 79 SOUTH, WIDTH VARIES, SAID MONUMENT LYING IN A NORTHEASTERLY LINE OF A CALLED 22.139 ACRE PARCEL RECORDED IN VOLUME 2481, PAGE 336 O.P.R.R.C.;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 36°06'22" EAST A DISTANCE OF 213.02 FEET TO A CAPPED 5/8" IRON REBAR SET AT AN ANGLEPOINT THEREIN;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 48°39'59" EAST A DISTANCE OF 311.15 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 50°39'12" EAST A DISTANCE OF 208.23 FEET TO A CAPPED 5/8" IRON REBAR SET;

THENCE SOUTH 39°20'48" EAST A DISTANCE OF 284.20 FEET TO A CAPPED 5/8" IRON REBAR SET;

THENCE SOUTH 06°48'18" WEST A DISTANCE OF 677.50 FEET TO A CAPPED 5/8" IRON REBAR SET;

THENCE SOUTH 54°26'03" WEST A DISTANCE OF 281.72 FEET TO A CAPPED 5/8" IRON REBAR SET IN SAID NORTHEASTERLY LINE OF 22.139 ACRE PARCEL;

THENCE, ALONG SAID NORTHEASTERLY LINE, NORTH 35°33'57" WEST A DISTANCE OF 672.13 FEET TO THE PLACE OF BEGINNING CONTAINING 435,603 SQUARE FEET OR 10.00 ACRES OF LAND, MORE OR LESS.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.
SCHEDULE B

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.)
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. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: City of Henderson  
   Purpose: Right of Way Easement  
   Recording Date: April 8, 1994  
   Recording No: Volume 1860, Page 234, of the Official Records, Rusk County, Texas

b. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: City of Henderson  
   Purpose: Right of Way Easement  
   Recording Date: November 3, 1975  
   Recording No: Volume 1009, Page 881, of the Deed Records, Rusk County, Texas

c. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: City of Henderson  
   Purpose: Right of Way Easement  
   Recording Date: April 1, 2019  
   Recording No: Volume 3654, Page 211, of the Real Records, Rusk County, Texas

d. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: City of Henderson  
   Purpose: Right of Way Easement  
   Recording Date: April 1, 2019  
   Recording No: Volume 3654, Page 220, of the Real Records, Rusk County, Texas

e. Pooling Agreement by and between Peter J. McNee, Jr. et al, recorded in Volume 1528, Page 108, Deed Records, Rusk County, Texas.

f. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

   Recording No.: Volume 1985, Page 12, of the Official Records, Rusk County, Texas

   Said mineral interest not traced subsequent to the date of the above-cited instrument.
SCHEDULE B
(Continued)

g. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in the document

Recording No.: Volume 728, Page 554, of the Deed Records, Rusk County, Texas

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

h. Oil, Gas and Mineral Lease, together with all rights incident thereto.

Lessor: P.J. McNee, Sr., and wife, Janice McNee
Lessee: Vesa J. Taylor
Dated: March 31, 1961
Recording No.: Volume 719, Page 470, of the Deed Records, Rusk County, Texas

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

i. Oil, Gas and Mineral Lease, together with all rights incident thereto.

Lessor: Jane Rogers Bain et al
Lessee: Vesa J. Taylor
Dated: April 26, 1961
Recording No.: Volume 732, Page 105, of the Deed Records, Rusk County, Texas

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

j. Oil, Gas and Mineral Lease, together with all rights incident thereto.

Lessor: Julie Newkirk Rusk
Lessee: Sabine East Texas Basin LLC
Dated: March 29, 2018
Recording No.: Volume 3582, Page 261, of the Real Records, Rusk County, Texas

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

k. Oil, Gas and Mineral Lease, together with all rights incident thereto.

Lessor: Judith Suzanne Newkirk Mateer
Lessee: Sabine East Texas Basin LLC
Dated: March 29, 2018
Recording No.: Volume 3582, Page 266, of the Real Records, Rusk County, Texas

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

l. Oil, Gas and Mineral Lease, together with all rights incident thereto.

Lessor: Peter James McNee III
Lessee: Sabine East Texas Basin LLC
Dated: March 29, 2018
Recording No.: Volume 3582, Page 271, of the Real Records, Rusk County, Texas

Said mineral interest not traced subsequent to the date of the above-cited instrument.
SCHEDULE B  
(Continued)  

m. Oil, Gas and Mineral Lease, together with all rights incident thereto.  
   Lessor: Kristy Rainey Foster, AIF for Zelma C. McNee,  
   Lessee: Sabine East Texas Basin LLC  
   Dated: March 29, 2018  
   Recording No.: Volume 3582, Page 276, of the Real Records, Rusk County, Texas  

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

n. Rights of parties in possession. (Owner Title Policy Only)  

o. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.  

p. Visible and apparent easements not shown by the public records.  

q. Any portion of the Land located within the boundaries of any roadway or highway.  

r. 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.  

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

   (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)
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 Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

A deed of trust to secure an indebtedness in the amount shown below,

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$45,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated:</td>
<td>September 28, 2018</td>
</tr>
<tr>
<td>Trustor/Grantor:</td>
<td>Peter James McNee III</td>
</tr>
<tr>
<td>Trustee:</td>
<td>Joshua M. Black</td>
</tr>
<tr>
<td>Beneficiary:</td>
<td>Julie Annette Newkirk Rusk</td>
</tr>
<tr>
<td>Recording Date:</td>
<td>September 28, 2018</td>
</tr>
<tr>
<td>Recording No:</td>
<td>Volume 3600, Page 632</td>
</tr>
</tbody>
</table>

A deed of trust to secure an indebtedness in the amount shown below,

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$35,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated:</td>
<td>September 28, 2018</td>
</tr>
<tr>
<td>Trustor/Grantor:</td>
<td>Peter James McNee III</td>
</tr>
<tr>
<td>Trustee:</td>
<td>Joshua M. Black</td>
</tr>
<tr>
<td>Beneficiary:</td>
<td>Judith Suzanne Newkirk Mateer</td>
</tr>
<tr>
<td>Recording Date:</td>
<td>September 28, 2018</td>
</tr>
<tr>
<td>Recording No:</td>
<td>Volume 3600, Page 644</td>
</tr>
</tbody>
</table>

5. Lack of legal access to and from the land will appear as an exception in the policy unless satisfactory evidence of a legal right of access to and from the land is furnished to the Title Company.
6. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Trinity Housing Development Texas, LLC

A) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

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

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

d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.

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

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

7. It appears the transaction is between family members. Therefore, approval from Regional Underwriting is required.

8. Company requires Homestead Designation Affidavits from each vested title owner.

9. If any party to the transaction will execute documents by a durable power of attorney Company requires that the agent of each such power of attorney provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estates Code, Sect. 751.203, on or before the date of closing.

10. Good Funds in the amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursement prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks.
Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

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

   **Shareholders**: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   **Directors**: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan
   **Officers**: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

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

   (a) The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Daniel A. Foster, Steve Ramsey, Tracie Fleming, Paige Foster, Brianne J. Woltmann

   (b) Each 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 that will receive a portion of the premium are as follows: none

   (c) The following persons are officers of the Title Insurance Agent:

   **Officers**:

   Daniel A. Foster, CEO, President & Treasurer
   Tracie Fleming, Chief Operations Officer
   Steve Ramsey, Executive Vice President
   Paige Foster, Executive Vice President
   Brianne J. Woltmann, Executive Vice President/Secretary
   Edward C. Lange, Vice President
   Daniel A. Foster, Jr., Chief Financial Officer

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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$ 2,413.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Guaranty Fee</td>
<td>$ 2.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 2,465.00</strong></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>
<tbody>
<tr>
<td>40%</td>
<td>East Texas Title Company of Harrison County f/k/a Marshall Title Company</td>
<td>Title Examination</td>
</tr>
</tbody>
</table>

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

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.
WHAT DOES PROVIDENCE TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?

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

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number. We may store this information indefinitely, However, if we do destroy this information, we will handle it in a manner that ensures your nonpublic information remains private. We may continue to store this information after the period which the customer relationship has ceased. If you notice that your information is incorrect, please contact your local branch office to have it corrected.

All financial companies, such as the Providence Title Company, need to share customers’ personal information to run their everyday business-to-process transactions and maintain customer accounts. In the section below, we list the reason that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Do we share?</th>
<th>Can we limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes-to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing and auditing services, and responding to court orders and legal investigations</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes-to offer our products and services to you</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes-information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can financial and nonfinancial companies. Our affiliates may include companies with a Providence name; financial companies, such as Providence Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes-information about your creditworthiness.</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies</td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

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

Sharing practices

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

Contact Us

If you have any questions about this privacy notice, please contact us at: Providence Title Company, 5001 Hwy 287 South Suite 105, Arlington, TX 76017 or feedback@protitletx.com
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: November 30, 2020

To: Seller(s): Peter James McNee, III, James Douglas McNee, Zelma Crain McNee, and Nancy McNee Newell
Purchaser(s)/Borrower(s): Trinity Henderson Trails, LP

From: Providence Title Company

Property Address (Subject Property): , Henderson, TX 75652

This is to give you notice that Providence Title Company associates have a business relationship with the settlement service provider listed below.

Providence Title Company associates own 80% of Cobalt Real Estate Tax Solutions, LLC. Because of this relationship, referrals to Cobalt Real Estate Tax Solutions, LLC may provide Providence Title Company a financial or other benefit.

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

<table>
<thead>
<tr>
<th>Provider and Settlement Service</th>
<th>Charge or Range of Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cobalt Real Estate Tax Solutions, LLC- Tax Certificate(s)</td>
<td>$51.00 to $100.00</td>
</tr>
</tbody>
</table>
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: November 30, 2020

To: Seller(s): Peter James McNee, III, James Douglas McNee, Zelma Crain McNee, and Nancy McNee Newell

Purchaser(s)/Borrower(s): Trinity Henderson Trails, LP

From: Providence Title Company

Property Address (Subject Property): , Henderson, TX 75652

This is to give you notice that Providence Title Company associates have a business relationship with the settlement service provider listed below.

Providence Title Company associates own 100% of Ramsey & Foster, P.C. Because of this relationship, referrals to Ramsey & Foster, P.C. may provide Providence Title Company a financial or other benefit.

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

<table>
<thead>
<tr>
<th>Provider and Settlement Service</th>
<th>Charge or Range of Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ramsey &amp; Foster, P.C. – Legal Document Preparation</td>
<td>$25.00 to $500.00</td>
</tr>
</tbody>
</table>
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
No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Elected Officials</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US Representative</strong></td>
</tr>
<tr>
<td>State Senator</td>
</tr>
<tr>
<td>Support Letter</td>
</tr>
<tr>
<td>City Mayor</td>
</tr>
<tr>
<td>School Superintendent</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Presiding officer of Board of Trustees</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
<tr>
<td>District/Precinct</td>
</tr>
</tbody>
</table>

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

** US Representative District

(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.

Please identify all elected officials which represent the Development Site.

No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.
2020 HTC
Full Application

Part 2 Tab 15

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

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

No Pre-Application was submitted.

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

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

1. [Table entries]

2. [Table entries]

3. [Table entries]

4. [Table entries]

5. [Table entries]

2/25/2020
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes a 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

2/5/2020
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature]

Signature of Applicant/Development Owner

J. Ryan Hamilton

Printed Name

Missouri

Notary Public, State of

Greene

Count of

August 7, 2021

My Commission expires

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of February, 2020

[Signature]

Notary Public Signature

GEORGETTA LOWERY
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17938779
Development Narrative

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

- [ ] New Construction

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

and/or:

- [ ] NA

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

Previous TDHCA #

NA

If Acquisition/Rehab or Rehab, original construction year:

NA

If Reconstruction, Units Demolished

NA

Units Reconstructed

NA

2. The Target Population will be:

- [ ] Elderly

NOTE: If "Elderly Development", review 10 TAC §11.1(d)(47) to ensure compliance.

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

- [x] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.

- Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

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

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

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

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

4. Narrative

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

If a revised form is submitted, date of submission: 

2/28/20
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%) 0.00% Amortization (Years) 30 Permanent Term (Years)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00% Amortization</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00% Amortization</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 945,766</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **Set-Aside (For Competitive HTC [10 TAC §11.5] and/or Multifamily Direct Loan [10 TAC §13.4(a)] Applications Only)**

Identify any and all set-asides the application will be applying under with an "x".

Set-Asides cannot be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Set-Aside if applicable</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
</tbody>
</table>

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

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

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: NA

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:**
Development Activities I

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

   - # of Units must qualify for **7** Points
   - 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 | 0 | 1 | 2 | 3 | 4 |
     - | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |
   - OR:
     - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

   B. Unit Requirements (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)
   - Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).
   - Application is requesting **Direct Loan and not concurrently layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).
   
   **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6(2), see Tab 19 for Resident Services scoring elections)**
   - Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).
   - Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

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

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).
     - All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).
     - Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.
   
   Regardless of building type, **ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).**
2020 HTC
Full Application

Part 3 Tab 19

Development Activities Part II
Development Activities II

1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]
   - Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points)
     - Points claimed: 6
       - Bed Size
         - 0
         - 1
         - 2
         - 3
         - 4
     - Square Footage
       - 0
       - 1
       - 2
       - 3
       - 4
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Points claimed: 9
   - Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points)
   - * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]
   - At least 20 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - At least 5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.
   - * Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will appear on the MF DL 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

4. Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]
   - *30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application’s scoring elections here.
   - Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
   - Points claimed here will appear on the MF DL Self Score tab.

Self Score Total: 132

CHECK YOUR MATH!
Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)  

Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- The Average Income for the proposed Development will be 54% or lower (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

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.  

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)

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

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

Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]
- Development is requesting Pre-Application Points.

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.

Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]
- Application requests points for Historic Preservation.
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.

Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.

Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.

At least 75% of the residential units will be within the Certified Historic Structure.

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

Application is eligible for five (5) points.

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
Existing Development Information

NA
2020 HTC
Full Application

Part 3 Tab 21

Occupied Developments

NA
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Follow these steps in Adobe Acrobat to convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

Site Plan which:
- states the size of the site on its face;
- includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc.;
- includes a table matrix specifying the square footage of Common Area space on a building by building basis;
- identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
- shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
- indicates the location and number of parking spaces, garages and carports, as applicable;
- indicates the location and number of accessible parking spaces, including van accessible spaces;
- includes information regarding local parking requirements, as applicable;
- indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
- indicates placement of detention/retention pond(s) or states there are no detention ponds;
- clearly delineates the flood plain boundary lines or states there is no floodplain;
- describes, if applicable, how flood mitigation or other required mitigation will be accomplished;
- identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(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.
HENDERSON TRAILS
SENIOR LIVING,
Henderson, TX

INDEX TO DRAWINGS:
01 COVER SHEET
02 SITE LOCATION MAP
03 ARCHITECTURAL SITE PLAN
04 BUILDING 1ST FLOOR PLAN
05 BUILDING 2ND FLOOR PLAN
06 BUILDING 3RD FLOOR PLAN
07 1-BR TYPICAL UNIT PLAN
08 1-BR ACCESSIBLE UNIT PLAN
09 2-BR TYPICAL UNIT PLAN
10 2-BR ACCESSIBLE UNIT PLAN
11 COMMON AREA 1ST FLOOR PLAN
12 COMMON AREA 2ND FLOOR PLAN
13 COMMON AREA 3RD FLOOR PLAN
14 FRONT BUILDING ELEVATION
15 REAR BUILDING ELEVATION
16 SIDE BUILDING ELEVATIONS
17 BUILDING RENDERING
SITE LOCATION MAP

HENDERSON TRAILS
Henderson, Texas
1ST FLOOR BUILDING PLAN

1ST FLOOR BUILDING SF TOTALS
DWELLING AREA = 15,180 SF
CORRIDOR & STAIRS = 2,605 SF
COMMON AREA = 726 SF

SQUARE FOOTAGE MATRIX

<table>
<thead>
<tr>
<th>AREA TYPE</th>
<th>SQUARE FOOTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL AREA</td>
<td>45,640</td>
</tr>
<tr>
<td>COMMON</td>
<td>1,664</td>
</tr>
<tr>
<td>BALCONIES</td>
<td>0</td>
</tr>
<tr>
<td>BREZIENAYS</td>
<td>0</td>
</tr>
<tr>
<td>CORRIDORS</td>
<td>0.415</td>
</tr>
<tr>
<td>PORCHES/FRONTOCC</td>
<td>142</td>
</tr>
<tr>
<td>UTILITY CLOSETS</td>
<td>107</td>
</tr>
</tbody>
</table>

SCALE: 1" = 40'-0"

FEBRUARY 2020

RESIDENTIAL BLDG.
1ST FLOOR

HENDERSON TRAILS
Henderson, Texas
3RD FLOOR BUILDING PLAN

HENDERSON TRAILS
Henderson, Texas

COPYRIGHT 2020

RESIDENTIAL BLDG.
3RD FLOOR

06

FEBRUARY 2020

SCALE: 1" = 40'-0"

3RD FLOOR BUILDING SF TOTALS
Dwelling area = 15,180 SF
Corridor & stairs = 2,605 SF
Common area = 584 SF

350'-4 1/2"

TV LOUNGE
TYPICAL 1-BR UNIT

HENDERSON TRAILS
Henderson, Texas
ACCESSIBLE 1-BR UNIT

HENDERSON TRAILS
Henderson, Texas
TYPICAL 2-BR UNIT

HENDERSON TRAILS
Henderson, Texas

FEBRUARY 2020

COPYRIGHT 2020
1ST FLOOR COMMON AREA

CONDITIONED TENANT SPACES
- COMMON AREA = 115 SF
- ENTRY = 353 SF
- ELEVATOR = 63 SF
- TOTAL = 551 SF

CONDITIONED EMPLOYER SPACES
- OFFICE = 116 SF
- CLOSET = 10 SF
- MECH. ROOM = 34 SF
- TOTAL = 165 SF

UNCONDITIONED TENANT SPACES
- PATIO = 142 SF

TOTAL COMMON AREA = 726 SF

SCALE: 1/8" = 1'-0"
FRONT ELEVATION

HENDERSON TRAILS
Henderson, Texas
REAR ELEVATION

ARCHITECTURAL SHINGLES (TYP.)
FIBER CEMENT BOARD SIDING (TYP.)
STONE VENEER (TYP.)

APPROXIMATE PERCENTAGE OF EXTERIOR COMPOSITION:
- FIBER CEMENT SIDING 56%
- STONE VENEER 44%

SCALE: 1" = 40'-0"
END ELEVATIONS

LEFT END

APPROXIMATE PERCENTAGE OF EXTERIOR COMPOSITION:
- FIBER CEMENT SIDING 56%
- STONE VENEER 44%

RIGHT END

APPROXIMATE PERCENTAGE OF EXTERIOR COMPOSITION:
- FIBER CEMENT SIDING 71%
- STONE VENEER 29%

SCALE: 1" = 40'-0"
2020 HTC
Full Application

Part 3 Tab 23

Specifications and Building/Unit Type
Configuration and

Tab 23a, 23b, 23c Forms
**SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION**

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

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

- Single Family Construction
- SRO
- Transitional (per 42(3)(B))
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

Development will have:
- Fire Sprinklers
- Elevators

**Number of Parking Spaces (consistent with Architectural Drawings)**

- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

**Floor Composition/Wall Height:**

- 100% Carpet/Vinyl/Resilient Flooring
- 9' Ceiling Height
- % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

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

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

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>12</td>
<td>60</td>
<td>45,540</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th># of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR</td>
<td>1</td>
<td>1</td>
<td>651</td>
<td>30</td>
<td>30</td>
<td>19,530</td>
</tr>
<tr>
<td>2 BR</td>
<td>2</td>
<td>1</td>
<td>867</td>
<td>30</td>
<td>30</td>
<td>26,010</td>
</tr>
</tbody>
</table>

| Totals | 60 | - | - | - | - | - | - | - | 60 | 45,540 |

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

Net Rentable Square Footage from Rent Schedule: 45,540

**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):** 45,540

Common Area Square Footage (as specified on Architect Certification) ____________

2/27/20
**Accessible Mobility Units Calculation**

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1-BR/1-BA (651 sf)</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>1</td>
</tr>
<tr>
<td>2-BR/1-BA (867 sf)</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>2</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1000 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 1100 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>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: ____________________________ M. Randall Porter ____________________________
Signature Printed Name

2/25/2020 ____________________________ Wallace Architects, LLC ____________________________
Date Firm Name (If applicable)
Accessible Hearing/Visual Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1-BR/1-BA (651 sf)</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2-BR/1-BA (867 sf)</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>60</td>
<td>1.2</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

### EXAMPLE

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

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

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature] M. Randall Porter
Printed Name

2/25/2020 Wallace Architects, LLC
Date Firm Name (If applicable)
Accessible Parking Calculation

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

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

Instructions for Submitting Accessible Parking Information

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

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

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

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


### Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

**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>Office</td>
<td>1</td>
</tr>
<tr>
<td>Dumspter</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 2

Henderson Trails
Henderson, TX

2/25/2020
## Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>60</td>
</tr>
<tr>
<td>Total surface parking spaces (including non-residential):</td>
<td>120</td>
</tr>
<tr>
<td>Total carports (including non-residential):</td>
<td></td>
</tr>
<tr>
<td>Total garages (including non-residential):</td>
<td></td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>120</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>2</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>118</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>3</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>58</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>7</td>
</tr>
</tbody>
</table>

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

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>5</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td></td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td></td>
</tr>
</tbody>
</table>

### APSs that Must Be Van Spaces

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Van APSs required, including all types of spaces:</strong></td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSSs:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>1</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSSs:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>0</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSSs:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>0</td>
</tr>
</tbody>
</table>

### Certification

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

---

Signature: [Signature]

Printed Name: M. Randall Porter

Date: 2/25/2020

Firm Name (if applicable): Wallace Architects, LLC
2020 HTC
Full Application

Part 4 Tab 24

Rent Schedule
# Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

**If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.**

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

- **Total Monthly Rent**
  - TC 30%: 2/27/2020
  - TC 50%: 6/1/2020
  - TC 60%: 22/1/2020
  - TC 30%: 3/2/2020
  - TC 50%: 6/2/2020
  - TC 60%: 21/2/2020

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th># of Units</th>
<th># of Bathrooms</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>1</td>
<td>651</td>
<td>1,302</td>
<td>340</td>
<td>42</td>
<td>298</td>
<td>596</td>
</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>1</td>
<td>651</td>
<td>3,906</td>
<td>568</td>
<td>42</td>
<td>526</td>
<td>3,156</td>
</tr>
<tr>
<td>TC 60%</td>
<td>22</td>
<td>1</td>
<td>651</td>
<td>14,322</td>
<td>681</td>
<td>42</td>
<td>639</td>
<td>14,058</td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>2</td>
<td>867</td>
<td>2,601</td>
<td>408</td>
<td>53</td>
<td>355</td>
<td>1,065</td>
</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>2</td>
<td>867</td>
<td>5,202</td>
<td>681</td>
<td>53</td>
<td>628</td>
<td>3,768</td>
</tr>
<tr>
<td>TC 60%</td>
<td>21</td>
<td>2</td>
<td>867</td>
<td>18,207</td>
<td>817</td>
<td>53</td>
<td>764</td>
<td>16,044</td>
</tr>
</tbody>
</table>

## Rent Schedule

<table>
<thead>
<tr>
<th>MFI %</th>
<th>0</th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>$212</td>
<td>$227</td>
<td>$272</td>
</tr>
<tr>
<td>30</td>
<td>$318</td>
<td>$340</td>
<td>$408</td>
</tr>
<tr>
<td>40</td>
<td>$424</td>
<td>$454</td>
<td>$545</td>
</tr>
<tr>
<td>50</td>
<td>$530</td>
<td>$568</td>
<td>$681</td>
</tr>
<tr>
<td>60</td>
<td>$636</td>
<td>$681</td>
<td>$817</td>
</tr>
</tbody>
</table>

**Non Rental Income**
- $0.00 per unit/month for: Late Fees, Forfeit deposits $900
- $15.00 per unit/month for: Non Rental Income $900
- $0.00 per unit/month for: Non Rental Income

**TOTAL NONRENTAL INCOME** $15.00 per unit/month $900

**POTENTIAL GROSS MONTHLY INCOME** 39,587

- **EFFECTIVE GROSS MONTHLY INCOME** 36,618

**EFFECTIVE GROSS ANNUAL INCOME** 439,416

If a revised form is submitted, date of submission: 2/27/2020
## Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>8%</td>
<td>8%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>TC60%</td>
<td>72%</td>
<td>72%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAX CREDITS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC LI Total</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>60</td>
<td>60</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>DIRECT LOAN (HOME, TCAP RF, and/or NSP PI)</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>ACQUISITION + HARD</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq. Ft</td>
<td>$124.59</td>
<td>0</td>
</tr>
</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.
Utility Allowances
### Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$15</td>
<td>$16</td>
<td>$18</td>
<td></td>
<td></td>
<td>HUD Model 2/24/20</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$3</td>
<td>$4</td>
<td>$5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$11</td>
<td>$15</td>
<td>$19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$6</td>
<td>$9</td>
<td>$11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$7</td>
<td>$8</td>
<td>$10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td>Electric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$-</td>
<td>$42.0</td>
<td>$53.0</td>
<td>$65.0</td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 

2/28/2020
February 24, 2020

Writer’s direct phone # (512) 475 -3821
Email: cara.pollei@tdhca.state.tx.us

Kit Sarai
Sarah Anderson Consulting
Austin, Texas
kit@sarahandersonconsulting.com

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

Dear Mr. Sarai:

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

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

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

Please see attached schedule dated February 24, 2020. This allowance can be used for underwriting purposes. If Owners want to change to a utility allowance other than what was used for underwriting the Owner must submit Utility Allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities. The Owner is not required to review the utility allowances, or implement new utility allowances, until the building has achieved 90% occupancy for a period of 90 consecutive days or the end of the first year of the Credit Period (if applicable), whichever is earlier.
If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

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

**Locality:** [Locality Name]
**Green Discount:** None
**Unit Type:** Larger Apartment Bldgs. (5+ units)
**Date (mm/dd/yyyy):** 2/24/2020

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<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>Space Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Heat Pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Oil</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>Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$2.43</td>
<td>$2.86</td>
<td>$4.14</td>
<td>$5.42</td>
<td>$6.70</td>
<td>$7.98</td>
</tr>
<tr>
<td>Other</td>
<td>$9.18</td>
<td>$10.80</td>
<td>$15.03</td>
<td>$19.25</td>
<td>$23.48</td>
<td>$27.71</td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td>$5.41</td>
<td>$6.37</td>
<td>$8.83</td>
<td>$11.29</td>
<td>$13.75</td>
<td>$16.21</td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td>$5.64</td>
<td>$6.64</td>
<td>$8.47</td>
<td>$10.30</td>
<td>$12.13</td>
<td>$13.97</td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other - specify</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$36.50</td>
<td>$41.46</td>
<td>$52.95</td>
<td>$64.44</td>
<td>$75.93</td>
<td>$87.43</td>
</tr>
<tr>
<td><strong>Total Allowance (Rounded Up)</strong></td>
<td><strong>$37.00</strong></td>
<td><strong>$42.00</strong></td>
<td><strong>$53.00</strong></td>
<td><strong>$65.00</strong></td>
<td><strong>$76.00</strong></td>
<td><strong>$88.00</strong></td>
</tr>
</tbody>
</table>
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>8,568</td>
</tr>
<tr>
<td>Advertising</td>
<td>1,955</td>
</tr>
<tr>
<td>Legal fees</td>
<td>1,134</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>1,765</td>
</tr>
<tr>
<td>Telephone</td>
<td>1,765</td>
</tr>
<tr>
<td>Other</td>
<td>Training: 1,134</td>
</tr>
<tr>
<td></td>
<td>describe</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>16,320</td>
</tr>
</tbody>
</table>

### Management Fee:
- **Percent of Effective Gross Income:** 5.00%
- **Management Fee:** 21,971

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>31,218</td>
</tr>
<tr>
<td>Maintenance</td>
<td>22,002</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>53,220</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>3,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>3,862</td>
</tr>
<tr>
<td>Grounds</td>
<td>11,034</td>
</tr>
<tr>
<td>Make-ready</td>
<td>7,861</td>
</tr>
<tr>
<td>Repairs</td>
<td>13,243</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>39,000</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>9,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>8,150</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>17,050</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>34,200</td>
</tr>
</tbody>
</table>

### Annual Property Insurance:
- **Rate per net rentable square foot:** $0.42
- **Annual Property Insurance:** 19,127

### Property Taxes:
- **Published Capitalization Rate:** 10.00%
- **Source:** Rusk
- **Annual Property Taxes:** 44,248
- **Payments in Lieu of Taxes:**
- **Total Property Taxes:** 44,248

### Reserve for Replacements:
- **Annual reserves per unit:** $250
- **Reserve for Replacements:** 15,000

### Other Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>2,400</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td></td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>2,400</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES
- **Expense per unit:** 4091
- **Expense to Income Ratio:** 55.87%
- **TOTAL ANNUAL EXPENSES:** 245,486
- **NET OPERATING INCOME (before debt service):** 193,930

### Annual Debt Service

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Loan Debt service</td>
<td>149,974</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td></td>
</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
<td>149,974</td>
</tr>
</tbody>
</table>

### NET CASH FLOW
- **Debt Coverage Ratio:** 1.29
- **NET CASH FLOW:** 43,956
### 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>$464,244</td>
<td>$473,529</td>
<td>$482,999</td>
<td>$492,659</td>
<td>$502,513</td>
<td>$554,815</td>
<td>$612,560</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$ 10,800</td>
<td>$ 11,016</td>
<td>$ 11,236</td>
<td>$ 11,461</td>
<td>$ 11,690</td>
<td>$ 12,907</td>
<td>$ 14,250</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$475,044</td>
<td>$484,545</td>
<td>$494,236</td>
<td>$504,120</td>
<td>$514,203</td>
<td>$567,722</td>
<td>$626,810</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($35,628)</td>
<td>($36,341)</td>
<td>($37,068)</td>
<td>($37,809)</td>
<td>($38,565)</td>
<td>($42,579)</td>
<td>($47,011)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$439,416</td>
<td>$448,204</td>
<td>$457,168</td>
<td>$466,311</td>
<td>$475,638</td>
<td>$525,142</td>
<td>$579,800</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>$16,320</td>
<td>$16,810</td>
<td>$17,314</td>
<td>$17,833</td>
<td>$18,368</td>
<td>$21,294</td>
<td>$24,685</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$ 21,971</td>
<td>$ 22,410</td>
<td>$ 22,859</td>
<td>$ 23,316</td>
<td>$ 23,782</td>
<td>$ 26,257</td>
<td>$ 28,990</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$ 53,220</td>
<td>$ 54,817</td>
<td>$ 56,461</td>
<td>$ 58,155</td>
<td>$ 59,900</td>
<td>$ 69,440</td>
<td>$ 80,500</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$ 39,000</td>
<td>$ 40,170</td>
<td>$ 41,375</td>
<td>$ 42,616</td>
<td>$ 43,895</td>
<td>$ 50,886</td>
<td>$ 58,991</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$ 9,000</td>
<td>$ 9,270</td>
<td>$ 9,548</td>
<td>$ 9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$ 25,200</td>
<td>$ 25,956</td>
<td>$ 26,735</td>
<td>$ 27,537</td>
<td>$ 28,363</td>
<td>$ 32,880</td>
<td>$ 38,117</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$ 19,127</td>
<td>$ 19,701</td>
<td>$ 20,292</td>
<td>$ 20,901</td>
<td>$ 21,528</td>
<td>$ 24,956</td>
<td>$ 28,931</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$ 44,248</td>
<td>$ 45,575</td>
<td>$ 46,943</td>
<td>$ 48,351</td>
<td>$ 49,802</td>
<td>$ 57,734</td>
<td>$ 66,929</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$ 15,000</td>
<td>$ 15,450</td>
<td>$ 15,914</td>
<td>$ 16,391</td>
<td>$ 16,883</td>
<td>$ 19,572</td>
<td>$ 22,689</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$ 2,400</td>
<td>$ 2,472</td>
<td>$ 2,546</td>
<td>$ 2,623</td>
<td>$ 2,701</td>
<td>$ 3,131</td>
<td>$ 3,630</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$245,486</td>
<td>$252,631</td>
<td>$259,986</td>
<td>$267,557</td>
<td>$275,350</td>
<td>$317,894</td>
<td>$367,077</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>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</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>$43,956</td>
<td>$45,599</td>
<td>$47,208</td>
<td>$48,781</td>
<td>$50,313</td>
<td>$57,275</td>
<td>$62,749</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$43,956</td>
<td>$89,555</td>
<td>$136,763</td>
<td>$185,544</td>
<td>$235,857</td>
<td>$504,828</td>
<td>$804,887</td>
</tr>
</tbody>
</table>

**Debt Coverage Ratio**

|                      | 1.29 | 1.30 | 1.31 | 1.33 | 1.34 | 1.38 | 1.42 |

---

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**

**Printed Name**

**Phone:**

**Email:**

**Date:**

---

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date:**

---

If a revised form is submitted, date of submission: 2/27/2020
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>$464,244</td>
<td>$473,529</td>
<td>$482,999</td>
<td>$492,659</td>
<td>$502,513</td>
<td>$554,815</td>
<td>$612,560</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,800</td>
<td>$11,016</td>
<td>$11,236</td>
<td>$11,461</td>
<td>$11,690</td>
<td>$12,907</td>
<td>$14,250</td>
</tr>
<tr>
<td>TOTAL POTENTIAL GROSS ANNUAL INCOME</td>
<td>$475,044</td>
<td>$484,545</td>
<td>$494,236</td>
<td>$504,120</td>
<td>$514,203</td>
<td>$567,722</td>
<td>$626,810</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($35,628)</td>
<td>($36,341)</td>
<td>($37,068)</td>
<td>($37,809)</td>
<td>($38,565)</td>
<td>($42,579)</td>
<td>($47,011)</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$439,416</td>
<td>$448,204</td>
<td>$457,168</td>
<td>$466,311</td>
<td>$475,638</td>
<td>$525,142</td>
<td>$579,800</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$16,320</td>
<td>$16,810</td>
<td>$17,314</td>
<td>$17,833</td>
<td>$18,368</td>
<td>$21,294</td>
<td>$24,685</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$21,971</td>
<td>$22,410</td>
<td>$22,859</td>
<td>$23,316</td>
<td>$23,782</td>
<td>$26,257</td>
<td>$28,990</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$53,220</td>
<td>$54,817</td>
<td>$56,461</td>
<td>$58,155</td>
<td>$59,900</td>
<td>$69,440</td>
<td>$80,500</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$39,000</td>
<td>$40,170</td>
<td>$41,375</td>
<td>$42,616</td>
<td>$43,895</td>
<td>$49,885</td>
<td>$58,991</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,000</td>
<td>$9,270</td>
<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,127</td>
<td>$19,701</td>
<td>$20,292</td>
<td>$20,901</td>
<td>$21,528</td>
<td>$24,956</td>
<td>$28,931</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$44,248</td>
<td>$45,575</td>
<td>$46,943</td>
<td>$48,351</td>
<td>$49,802</td>
<td>$57,734</td>
<td>$66,929</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$15,000</td>
<td>$15,450</td>
<td>$15,914</td>
<td>$16,391</td>
<td>$16,883</td>
<td>$19,572</td>
<td>$22,689</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,400</td>
<td>$2,472</td>
<td>$2,546</td>
<td>$2,623</td>
<td>$2,701</td>
<td>$3,131</td>
<td>$3,630</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$245,486</td>
<td>$252,631</td>
<td>$259,986</td>
<td>$267,557</td>
<td>$275,350</td>
<td>$317,894</td>
<td>$367,077</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$193,930</td>
<td>$195,573</td>
<td>$197,182</td>
<td>$198,755</td>
<td>$200,287</td>
<td>$207,249</td>
<td>$212,723</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</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>$43,956</td>
<td>$45,599</td>
<td>$47,208</td>
<td>$48,781</td>
<td>$50,313</td>
<td>$57,275</td>
<td>$62,749</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$43,956</td>
<td>$89,555</td>
<td>$136,763</td>
<td>$185,544</td>
<td>$235,857</td>
<td>$504,828</td>
<td>$804,887</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.29</td>
<td>1.30</td>
<td>1.31</td>
<td>1.33</td>
<td>1.34</td>
<td>1.38</td>
<td>1.42</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)
## 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>$464,244</td>
<td>$473,529</td>
<td>$482,999</td>
<td>$492,659</td>
<td>$502,513</td>
<td>$554,815</td>
<td>$612,560</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,800</td>
<td>$11,016</td>
<td>$11,236</td>
<td>$11,461</td>
<td>$11,690</td>
<td>$12,907</td>
<td>$14,250</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$475,044</td>
<td>$484,545</td>
<td>$494,236</td>
<td>$504,120</td>
<td>$514,203</td>
<td>$567,722</td>
<td>$626,810</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($35,628)</td>
<td>($36,341)</td>
<td>($37,068)</td>
<td>($37,809)</td>
<td>($38,565)</td>
<td>($42,579)</td>
<td>($47,011)</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>$439,416</td>
<td>$448,204</td>
<td>$457,168</td>
<td>$466,311</td>
<td>$475,638</td>
<td>$525,142</td>
<td>$579,800</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>$16,320</td>
<td>$16,810</td>
<td>$17,314</td>
<td>$17,833</td>
<td>$18,368</td>
<td>$21,294</td>
<td>$24,685</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$21,971</td>
<td>$22,410</td>
<td>$22,859</td>
<td>$23,316</td>
<td>$23,782</td>
<td>$26,257</td>
<td>$28,900</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$53,220</td>
<td>$54,817</td>
<td>$56,461</td>
<td>$58,155</td>
<td>$59,900</td>
<td>$69,440</td>
<td>$80,500</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$39,000</td>
<td>$40,170</td>
<td>$41,375</td>
<td>$42,616</td>
<td>$43,895</td>
<td>$50,886</td>
<td>$58,991</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,000</td>
<td>$9,270</td>
<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,127</td>
<td>$19,701</td>
<td>$20,292</td>
<td>$20,901</td>
<td>$21,528</td>
<td>$24,956</td>
<td>$28,931</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$44,248</td>
<td>$45,575</td>
<td>$46,943</td>
<td>$48,351</td>
<td>$49,802</td>
<td>$57,734</td>
<td>$66,929</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$15,000</td>
<td>$15,450</td>
<td>$15,914</td>
<td>$16,391</td>
<td>$16,883</td>
<td>$19,572</td>
<td>$22,689</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,400</td>
<td>$2,472</td>
<td>$2,546</td>
<td>$2,623</td>
<td>$2,701</td>
<td>$3,313</td>
<td>$3,630</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$245,486</td>
<td>$252,631</td>
<td>$259,986</td>
<td>$267,557</td>
<td>$275,350</td>
<td>$317,894</td>
<td>$367,077</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$193,930</td>
<td>$195,573</td>
<td>$197,182</td>
<td>$198,755</td>
<td>$200,287</td>
<td>$207,249</td>
<td>$212,723</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>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</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>$43,956</td>
<td>$45,599</td>
<td>$47,208</td>
<td>$48,781</td>
<td>$50,313</td>
<td>$57,275</td>
<td>$62,749</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$43,956</td>
<td>$89,555</td>
<td>$136,763</td>
<td>$185,544</td>
<td>$235,857</td>
<td>$504,828</td>
<td>$804,887</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.29</td>
<td>1.30</td>
<td>1.31</td>
<td>1.33</td>
<td>1.34</td>
<td>1.38</td>
<td>1.42</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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)

Mark Ragsdale
415-733-1533
mark.ragsdale@pnc.com

Signature, Authorized Representative, Construction or Permanent Lender
Printed Name
Phone:
Email:
Date:

Signature, Authorized Representative, Syndicator
Printed Name
Date:

If a revised form is submitted, date of submission:

2/26/2020
2020 HTC
Full Application

Part 4 Tab 28

Offsite Cost Breakdown
**Off-Site Cost Breakdown**

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

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

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

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

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

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

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

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td>No off-site costs anticipated</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Joseph Parsley, PE

Printed Name

2/21/2020

Date

If a revised form is submitted, date of submission

2/21/2020
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>Temporary Site Items</td>
<td>$19,824.00</td>
<td>1</td>
<td>$19,824.00</td>
<td></td>
<td></td>
<td>$19,824</td>
</tr>
<tr>
<td>Site Preparation/Demolition</td>
<td>$12,000.00</td>
<td>1</td>
<td>$12,000.00</td>
<td></td>
<td></td>
<td>$12,000</td>
</tr>
<tr>
<td>Earthwork</td>
<td>$156,870.00</td>
<td>1</td>
<td>$156,870.00</td>
<td></td>
<td></td>
<td>$156,870</td>
</tr>
<tr>
<td>Erosion Control</td>
<td>$26,640.00</td>
<td>1</td>
<td>$26,640.00</td>
<td></td>
<td></td>
<td>$26,640</td>
</tr>
<tr>
<td>Storm Drainage</td>
<td>$147,058.00</td>
<td>1</td>
<td>$147,058.00</td>
<td></td>
<td></td>
<td>$147,058</td>
</tr>
<tr>
<td>Landscaping/Irrigation</td>
<td>$81,827.20</td>
<td>1</td>
<td>$81,827.20</td>
<td></td>
<td></td>
<td>$81,827</td>
</tr>
<tr>
<td>Fencing/Site Security/Site Amenities/Misc</td>
<td>$45,400.00</td>
<td>1</td>
<td>$45,400.00</td>
<td></td>
<td></td>
<td>$45,400</td>
</tr>
<tr>
<td>Utilities - Water</td>
<td>$77,996.00</td>
<td>1</td>
<td>$77,996.00</td>
<td></td>
<td></td>
<td>$77,996</td>
</tr>
<tr>
<td>Utilities - Sanitary Sewer</td>
<td>$20,304.00</td>
<td>1</td>
<td>$20,304.00</td>
<td></td>
<td></td>
<td>$20,304</td>
</tr>
<tr>
<td>Utilities - Gas/Electric/Telephone</td>
<td>$22,000.00</td>
<td>1</td>
<td>$22,000.00</td>
<td></td>
<td></td>
<td>$22,000</td>
</tr>
<tr>
<td>Paving/Parking</td>
<td>$324,871.80</td>
<td>1</td>
<td>$324,871.80</td>
<td></td>
<td></td>
<td>$324,872</td>
</tr>
</tbody>
</table>

Total | | | | | | $934,791 |

Signature of Registered Engineer  
Joseph Parsley  
Printed Name  
2/21/20

If a revised form is submitted, date of submission:  
2/21/20
2020 HTC
Full Application

Part 4 Tab 30

Development Cost Schedule
### Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>400,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acqu. legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$400,000</td>
<td>$0 $0</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0 $0 $0</td>
<td></td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>156,870</td>
<td>156,870</td>
</tr>
<tr>
<td>Fine grading</td>
<td>26,640</td>
<td>26,640</td>
</tr>
<tr>
<td>On-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>324,872</td>
<td>324,872</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>267,358</td>
<td>267,358</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary site items during constrn</td>
<td>19,824</td>
<td>19,824</td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$807,564</td>
<td>$0 $795,564</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>81,827</td>
<td>81,827</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>45,400</td>
<td>45,400</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$127,227</td>
<td>$0 $127,227</td>
</tr>
<tr>
<td><strong>BUILDING COSTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>428,000</td>
<td>428,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>390,000</td>
<td>390,000</td>
</tr>
<tr>
<td>Metals</td>
<td>195,000</td>
<td>195,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,162,890</td>
<td>1,162,890</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>419,500</td>
<td>419,500</td>
</tr>
<tr>
<td>Roof Covering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>187,000</td>
<td>187,000</td>
</tr>
</tbody>
</table>

All off-site costs require documentation. Those entered in basis require more documentation!!! See 10 TAC §11.204(8)(E)(ii).

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

**TOTAL DEVELOPMENT SUMMARY**

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Acquisition</td>
</tr>
</tbody>
</table>

**ACQUISITION**

- Site acquisition cost: $400,000
- Existing building acquisition cost: $0
- Closing costs & acqu. legal fees: $0
- Other (specify) - see footnote 1: $0
- Other (specify) - see footnote 1: $0

**Subtotal Acquisition Cost**: $400,000 $0 $0

**OFF-SITES**

- Off-site concrete: $0
- Storm drains & devices: $0
- Water & fire hydrants: $0
- Off-site utilities: $0
- Sewer lateral(s): $0
- Off-site paving: $0
- Off-site electrical: $0
- Other (specify) - see footnote 1: $0
- Other (specify) - see footnote 1: $0

**Subtotal Off-Sites Cost**: $0 $0 $0

**SITE WORK**

- Demolition: $12,000
- Asbestos Abatement (Demolition Only): $0
- Detention: $0
- Rough grading: $156,870
- Fine grading: $26,640
- On-site concrete: $0
- On-site electrical: $0
- On-site paving: $324,872
- On-site utilities: $267,358
- Decorative masonry: $0
- Bumper stops, striping & signs: $0
- Temporary site items during constrn: $19,824

**Subtotal Site Work Cost**: $807,564 $0 $795,564

**SITE AMENITIES**

- Landscaping: $81,827
- Pool and decking: $0
- Athletic court(s), playground(s): $0
- Fencing: $45,400
- Other (specify) - see footnote 1: $0

**Subtotal Site Amenities Cost**: $127,227 $0 $127,227

**BUILDING COSTS**:

- Concrete: $428,000
- Masonry: $390,000
- Metals: $195,000
- Woods and Plastics: $1,162,890
- Thermal and Moisture Protection: $419,500
- Roof Covering: $0
- Doors and Windows: $187,000

Self Score Total: 132

2/27/2020
<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finishes</td>
<td>739,000</td>
<td>739,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>28,950</td>
<td>28,950</td>
</tr>
<tr>
<td>Equipment</td>
<td>97,600</td>
<td>97,600</td>
</tr>
<tr>
<td>Furnishings</td>
<td>11,500</td>
<td>11,500</td>
</tr>
<tr>
<td>Special Construction</td>
<td>132,000</td>
<td>132,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>810,000</td>
<td>810,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>671,500</td>
<td>671,500</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs

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

- **$5,362,940**

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

- $81.88 psf
- $3,728,815

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

- **$6,297,731**
- $0
- **$5,362,940**

**Contingency**

- 7.00%
- **$440,841**
- **$325,612**

**TOTAL HARD COSTS**

- **$6,738,572**
- $0
- **$4,977,218**

**OTHER CONSTRUCTION COSTS**

- **6.00% THC**
- **404,314**
- **298,633**
- **6.00% EHC**
- **$943,400**
- **$696,811**

**TOTAL CONTRACTOR FEES**

- **$7,681,972**
- **$0**
- **$5,674,029**

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

- **$81.88 psf**
- **$3,728,815**

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

**SOFT COSTS**

- **Architectural - Design fees**
  - **250,000**
  - **250,000**
- **Architectural - Supervision fees**
  - **30,000**
  - **30,000**
- **Engineering fees**
  - **75,000**
  - **75,000**
- **Real estate attorney/other legal fees**
  - **100,000**
  - **100,000**
- **Accounting fees**
  - **20,000**
  - **20,000**
- **Impact Fees**
  - **Building permits & related costs**
  - **43,373**
  - **43,373**
- **Appraisal**
  - **7,500**
  - **7,500**
- **Market analysis**
  - **7,500**
  - **7,500**
- **Environmental assessment**
  - **7,500**
  - **7,500**
- **Soils report**
  - **15,400**
  - **15,400**

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>12,500</td>
<td>12,500</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$665,773</td>
<td>$0</td>
</tr>
<tr>
<td><strong>FINANCING:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CONSTRUCTION LOAN(S)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>545,271</td>
<td>519,306</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>95,000</td>
<td>95,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PERMANENT LOAN(S)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>24,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BRIDGE LOAN(S)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER FINANCING COSTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax credit fees</td>
<td>16,875</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$816,146</td>
<td>$0</td>
</tr>
<tr>
<td><strong>DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing consultant fees</td>
<td>167,500</td>
<td>167,500</td>
</tr>
</tbody>
</table>

2/27/2020
### General & administrative

#### Profit or fee

<table>
<thead>
<tr>
<th></th>
<th>1,151,069</th>
<th>886,866</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Developer Fees</td>
<td>15.00%</td>
<td>$1,318,569</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>$197,730</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>$0</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>$197,730</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>$0</td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>$0</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td>$0</td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td>$0</td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$197,730</td>
</tr>
</tbody>
</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS

|                     | 11,080,190 | 0 | 8,083,473 |

The following calculations are for HTC Applications only.

#### Deduct From Basis:

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

<table>
<thead>
<tr>
<th>Basis Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>$0</td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td></td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$10,508,515</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td></td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$945,766</td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**: 12

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.*

#### Name of contact for Cost Estimate:

**Douglas Hamilton**

#### Phone Number for Contact:

**417-882-1701**

#### 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).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</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>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>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>PNC Real Estate - Bridge Loan</td>
<td>Conventional Loan</td>
<td>$7,100,000</td>
<td>5.00%</td>
<td>na</td>
</tr>
<tr>
<td>PNC Real Estate - Construction Loan</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
<td>First</td>
</tr>
<tr>
<td>PNC Real Estate - Freddie Mac</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
<td>35</td>
</tr>
<tr>
<td>第三方股权</td>
<td>HTC</td>
<td>$945,766</td>
<td>$832,191</td>
<td>$8,321,912</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Henderson</td>
<td>In-Kind Contribution</td>
<td>$250</td>
<td>$250</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Deferred Fee</td>
<td>$575,535</td>
<td>$358,028</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td>$10,907,976</td>
<td>$11,080,190</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td>$11,080,190</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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).

Henderson Trails will be financed with a $2,400,000 permanent loan and $8,321,912 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Henderson, and currently estimated $358,028 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

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.

Replacement reserves will be $250 per unit per year as shown in the Annual Operating Expenses.

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

There is no rental assistance or other subsidy for this property.

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

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: ____________________________

Email address: ____________________________

If a revised form is submitted, date of submission: ____________________________ 2/27/2020
## Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Bridge Loan</td>
<td>Conventional Loan</td>
<td>$7,100,000</td>
<td>5.00%</td>
<td>na</td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Construction Loan</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
<td>First</td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Freddie Mac</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
<td>35 15</td>
<td>First</td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Amount</th>
<th>Term</th>
<th>Interest Rate (%)</th>
<th>Term</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PNC Real Estate - Tax Credit Capital</td>
<td>HTC</td>
<td>$945,766</td>
<td>$11,138,704</td>
<td>5.00%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Amount</th>
<th>Term</th>
<th>Interest Rate (%)</th>
<th>Term</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Henderson</td>
<td>In-Kind Contribution</td>
<td>$250</td>
<td></td>
<td>$250</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Amount</th>
<th>Term</th>
<th>Interest Rate (%)</th>
<th>Term</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer</td>
<td>Deferred Fee</td>
<td>$575,535</td>
<td></td>
<td>$358,028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Amount</th>
<th>Term</th>
<th>Interest Rate (%)</th>
<th>Term</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Total Sources of Funds: $10,907,976
Total Uses of Funds: $11,080,190
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).

Henderson Trails will be financed with a $2,400,000 permanent loan and $8,321,912 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Henderson, and currently estimated $358,028 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

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.

Replacement reserves will be $250 per unit per year as shown in the Annual Operating Expenses.

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

There is no rental assistance or other subsidy for this property.

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

Signature, Authorized Representative, Construction or Permanent Lender

Ryan Edwards

Printed Name

February 27, 2020

Date

Telephone: 502-581-2640

Email address: Ryan.L.Edwards@PNC.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>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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>PNC Real Estate - Bridge Loan</td>
<td>Conventional Loan</td>
<td>$7,100,000</td>
<td>5.00%</td>
<td>na</td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Construction Loan</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
<td>First</td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Freddie Mac</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
<td>35</td>
<td>15</td>
</tr>
</tbody>
</table>

**Third Party Equity**

| PNC Real Estate - Tax Credit Capital | HTC | $945,766 | $832,191 | $8,321,912 | 0.88 |

**Grant**

| §11.9(d)(2)LPS Contribution       | City of Henderson | In-Kind Contribution | $250 | $250 |

**Deferred Developer Fee**

| Developer                          | Deferred Fee $575,535 | $358,028 |

**Other**

| Direct Loan Match                  | Total Sources of Funds $10,907,976 | $11,080,190 |
|                                    | Total Uses of Funds $11,080,190 |

2/26/2020
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).

Henderson Trails will be financed with a $2,400,000 permanent loan and $8,321,912 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Henderson, and currently estimated $358,028 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

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.

Replace reserves will be $250 per unit per year as shown in the Annual Operating Expenses.

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

There is no rental assistance or other subsidy for this property.

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.

Mark Ragsdale
2-26-20
415-733-1533
mark.ragsdale@pnc.com

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date
Multifamily Direct Loan
Financial Capacity

NA
2020 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan Match Funds

NA
2020 HTC
Full Application

Part 4 Tab 34

Finance Scoring
1. **Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))**

   Name of the Local Political Subdivision providing the funding:
   
   City of Henderson

   - [x] A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
   - [x] The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
   - [x] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

   **Total Points Claimed:** 1

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

   - [ ] Eligible Pro-Forma and letter stating the Development is financially feasible. 0
   - [x] Eligible Pro-Forma and letter stating Development and Principals are acceptable. 26

   **Total Points Claimed:** 26

3. **Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))**

   - Percent of Units restricted to serve households at or below 30% of AMGI 8.33%
   - HTC funding request as a percent of Total Housing Development Cost 8.54%

   **Eligibility for points:**

   - [x] Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding 0
   - Housing Tax Credit Request 3
   - Housing Tax Credit Request 2
   - Housing Tax Credit Request 1

   *Be sure no more than 50% of Developer fees are deferred.*

   **Total Points Claimed:** 3
2020 HTC
Full Application

Part 4 Tab 35

Finance Supporting Documents
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]

- Evidence of Rental Assistance/Subsidy
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

Via Email

Adam Horton
Trinity Henderson Trails, LP
Trinity Housing Development
3556 S. Culpepper, Suite 4
Springfield, MO 65804

Re: Trinity Henderson Trails, LP (the "Partnership")
Henderson Trails, Rusk County, Texas (the "Property")

Dear Adam,

I am pleased to provide you with PNC Bank’s (the "Lender") proposal to provide a $7,100,000 Bridge Loan and $2,400,000 Construction Loan (the "Credit Facility") for Henderson Trails, a 60-unit new construction affordable housing development located in Henderson, Rusk County, Texas, subject to the following terms and conditions:

Borrower
Trinity Henderson Trails LP, a Texas limited partnership (the "Borrower").

Guarantor(s)
Guarantees of completion and repayment during the development period shall be provided by persons or entities acceptable to the Lender. The developer shall provide a guarantee of lien free construction completion.
A construction loan (the "Construction Loan") will be provided to facilitate the construction of the Project. The Construction Loan will be in an amount (the "Loan Amount") equal to the lesser of: (a) $2,400,000; (b) 90% of the appraised value of the Project based upon achievable restricted and market rents, if applicable, plus the value of favorable subordinate financing; (c) 80% of the appraised value of the Project based upon achievable restricted and market rents, if applicable, plus the value of the tax credits and the value of favorable subordinate financing; or (d) such lesser amount as determined by the Lender as provided below with respect to the Appraisal Report Requirement and the Debt Service Coverage Ratio ("DSCR"). The underwritten achievable restricted and market rents must provide a minimum rental advantage relative to market rental rates of 10%.

An equity bridge loan (the "Bridge Loan") in the amount of $7,100,000 will be provided to facilitate the construction and bridging of capital contributions, and will be repaid from equity provided by the investment limited partner of Borrower.

| Credit Facility | A construction loan (the "Construction Loan") will be provided to facilitate the construction of the Project. The Construction Loan will be in an amount (the "Loan Amount") equal to the lesser of: (a) $2,400,000; (b) 90% of the appraised value of the Project based upon achievable restricted and market rents, if applicable, plus the value of favorable subordinate financing; (c) 80% of the appraised value of the Project based upon achievable restricted and market rents, if applicable, plus the value of the tax credits and the value of favorable subordinate financing; or (d) such lesser amount as determined by the Lender as provided below with respect to the Appraisal Report Requirement and the Debt Service Coverage Ratio ("DSCR"). The underwritten achievable restricted and market rents must provide a minimum rental advantage relative to market rental rates of 10%.

An equity bridge loan (the "Bridge Loan") in the amount of $7,100,000 will be provided to facilitate the construction and bridging of capital contributions, and will be repaid from equity provided by the investment limited partner of Borrower. |

| Term of Loan | The Bridge Loan period will be sixty (60) months. The Construction Loan period will be twenty-four (24) months. |

| Interest Rates/Rate Lock | Bridge Loan: Approximately 200 basis points over the 1-month LIBOR. As of the date of this letter the rate is estimated to be 5.00%. Construction Loan: Approximately 225 basis points over the 1-month LIBOR. As of the date of this letter the rate is estimated to be 5.25%. |

| Commitment Fees (Paid at Closing) | Bridge Loan: 1.00% Construction Loan: 1.00% |
Collateral

The Construction Loan shall be secured by (a) a first priority fee mortgage and first priority perfected security interest on the land associated with the Project and all improvements to be constructed thereon, (b) a first priority assignment of leases, rents and income from the Project, (c) a first priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents and (d) a first priority perfected security interest in the cash collateral account and all other assets of the Borrower related to the Project.

The Bridge Loan shall be secured by a Funding Agreement providing for a date certain repayment of the Bridge Loan and an assignment of capital contributions from the investment limited partner. In addition to the Funding Agreement, the Bridge Loan shall be secured by: a) a second priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents (b) a second priority perfected security interest in all other assets of the Borrower related to the Project, (c) an assignment of partnership interests in the borrower.

Environmental Indemnity

The Borrower, Guarantor and other persons or entities specified by Lender shall indemnify and hold the Lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials.

Representation, Warranties, and Documentation

Standard representations and warranties, terms and conditions, and loan documents as are typical in this type of financing as may be required by Lender. Borrower will make usual representations and warranties as of the Construction Loan closing and in connection with each advance including, but not limited to, corporate existence, compliance with laws, enforceability, true title to properties, environmental protection, no material litigation, ERISA compliance, insurance, absence of default and absence of material adverse change, and availability of low income housing tax credits.

Closing

Lender's obligation to close the Credit Facilities is subject to the Lender's receipt of all necessary fees and closing costs and review of the following reports and information, all of which are to be in form and substance satisfactory to Lender and which shall be provided no later than ninety (90) days from the date the tax credits are reserved or allocated: plans and specifications and construction contract (providing for payment and performance bonds as may be required by Lender) approved by Lender's inspecting architect; final budget demonstrating
adequate funds to develop the Project from sources acceptable to Lender; Phase I environmental report; title insurance; survey; zoning; permits; opinions of counsel; evidence of reservation or allocation of tax credits; market study demonstrating feasibility satisfactory to Lender; financial statements of, and other information relating to the business activities of, sponsor, developer, guarantors and any principal with a material financial ownership interest in the Project or the foregoing parties, (collectively the "Development Parties"), which is satisfactory to Lender; satisfactory progress and performance of other projects developed by the Development Parties and absence of prior default by any of the Development Parties with respect to any credit or equity facility provided by Lender; and such other information which Lender may require or which are customary in similar transactions.

Expiration

This firm Proposal shall expire automatically the earlier of December 31, 2020 or when the Borrower is informed that it did not receive an allocation of tax credits, unless extended in writing by Lender.

Lender’s obligation to provide the requested financing is expressly conditioned on the fact that no information submitted to Lender in connection with the Credit Facilities shall prove to be false or misleading in any material respect, and that no bankruptcy, insolvency, receivership, or any other debtor’s relief proceedings shall be commenced by or against the Borrower.

The attached 15-year pro forma was prepared by the borrower for Walnut Trails located in San Angelo, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the creditworthiness of Trinity Housing Development and its Principals. At this time, PNC Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Thank you for the opportunity to be of service to you. Should you have any questions, please do not hesitate to contact me.
Sincerely,

Ryan Edwards  
Senior Vice President  
PNC Bank, N.A.

Attachments:  
Developer's Proforma  
Proposed Sources and Uses
### 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>$464,244</td>
<td>$473,529</td>
<td>$482,999</td>
<td>$492,659</td>
<td>$502,513</td>
<td>$554,815</td>
<td>$612,560</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,800</td>
<td>$11,016</td>
<td>$11,236</td>
<td>$11,461</td>
<td>$11,690</td>
<td>$12,907</td>
<td>$14,250</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$475,044</td>
<td>$484,545</td>
<td>$494,236</td>
<td>$504,120</td>
<td>$514,203</td>
<td>$567,722</td>
<td>$626,810</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($35,628)</td>
<td>($36,341)</td>
<td>($37,068)</td>
<td>($37,809)</td>
<td>($38,565)</td>
<td>($42,579)</td>
<td>($47,011)</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>$439,416</td>
<td>$448,204</td>
<td>$457,168</td>
<td>$466,311</td>
<td>$475,638</td>
<td>$525,142</td>
<td>$579,800</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>$16,320</td>
<td>$16,810</td>
<td>$17,314</td>
<td>$17,833</td>
<td>$18,368</td>
<td>$21,294</td>
<td>$24,685</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$21,971</td>
<td>$22,410</td>
<td>$22,859</td>
<td>$23,316</td>
<td>$23,782</td>
<td>$26,257</td>
<td>$28,990</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$53,220</td>
<td>$54,817</td>
<td>$56,461</td>
<td>$58,155</td>
<td>$59,900</td>
<td>$69,440</td>
<td>$80,500</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$39,000</td>
<td>$40,170</td>
<td>$41,375</td>
<td>$42,616</td>
<td>$43,895</td>
<td>$50,886</td>
<td>$58,991</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,000</td>
<td>$9,270</td>
<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,127</td>
<td>$19,701</td>
<td>$20,292</td>
<td>$20,901</td>
<td>$21,528</td>
<td>$24,956</td>
<td>$28,931</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$44,248</td>
<td>$45,575</td>
<td>$46,943</td>
<td>$48,351</td>
<td>$49,802</td>
<td>$57,734</td>
<td>$66,929</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$15,000</td>
<td>$15,450</td>
<td>$15,914</td>
<td>$16,391</td>
<td>$16,883</td>
<td>$19,572</td>
<td>$22,689</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,400</td>
<td>$2,472</td>
<td>$2,546</td>
<td>$2,623</td>
<td>$2,701</td>
<td>$3,131</td>
<td>$3,630</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$245,486</td>
<td>$252,631</td>
<td>$259,986</td>
<td>$267,557</td>
<td>$275,350</td>
<td>$317,894</td>
<td>$367,077</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$193,930</td>
<td>$195,573</td>
<td>$197,182</td>
<td>$198,755</td>
<td>$200,287</td>
<td>$207,249</td>
<td>$212,723</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>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</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>$43,956</td>
<td>$45,599</td>
<td>$47,208</td>
<td>$48,781</td>
<td>$50,313</td>
<td>$57,275</td>
<td>$62,749</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$43,956</td>
<td>$89,555</td>
<td>$136,763</td>
<td>$185,544</td>
<td>$235,857</td>
<td>$504,828</td>
<td>$804,887</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.29</td>
<td>1.30</td>
<td>1.31</td>
<td>1.33</td>
<td>1.34</td>
<td>1.38</td>
<td>1.42</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

---

**Signature, Authorized Representative, Construction or Permanent Lender**

Ryan Edwards  
February 27, 2020  
502-581-2640  
Ryan.L.Edwards@PNC.com

---

**Signature, Authorized Representative, Syndicator**

Ryan Edwards  
February 27, 2020

---

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>Amort -ization</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>0.00%</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>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>PNC Real Estate - Bridge Loan</td>
<td>Conventional Loan</td>
<td>$7,100,000 5.00%</td>
<td>na</td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Construction Loan</td>
<td>Conventional Loan</td>
<td>$2,400,000 5.25%</td>
<td>First</td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Freddie Mac</td>
<td>Conventional Loan</td>
<td>$2,400,000 5.25%</td>
<td>First</td>
<td>35</td>
</tr>
</tbody>
</table>

### Third Party Equity

- **PNC Real Estate - Tax Credit Capital**
  - HTC $945,766 $832,191 $8,321,912 0.88

### Grant

- **$11.9(d)(2)LPS Contribution**
- **City of Henderson**
  - In-Kind Contribution $250 $250

### Deferred Developer Fee

- **Developer**
  - Deferred Fee $575,535 $358,028

### Other

- **Direct Loan Match**

| Total Sources of Funds | $10,907,976 | $11,080,190 |
| Total Uses of Funds    | $11,080,190 | $11,080,190 |
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.

Henderson Trails will be financed with a $2,400,000 permanent loan and $8,321,912 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Henderson, and currently estimated $358,028 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

Replacement reserves will be $250 per unit per year as shown in the Annual Operating Expenses.

There is no rental assistance or other subsidy for this property.

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

Signature, Authorized Representative, Construction or Permanent Lender

Telephone: 502-581-2640

Email address: Ryan.L.Edwards@PNC.com

If a revised form is submitted, date of submission:  

Printed Name: Ryan Edwards  

Date: February 27, 2020
February 26, 2020

Mr. Adam Horton
Trinity Henderson Trails, LP
Trinity Housing Development, LLC
3556 S. Culpepper, Suite 4
Springfield, MO 65804

RE: Freddie Mac 9% LIHTC Forward Funding New Construction Financing
Henderson Trails Apartments
Henderson, TX

Dear Mr. Horton:

PNC Bank, National Association ("PNC") hereby advises you that preliminary project analysis has been completed and reviewed for the referenced multifamily housing project. PNC has completed the analysis required to qualify the project under Freddie Mac’s Delegated Underwriting for Targeted Affordable Housing™ model. In performing this analysis, we have reviewed the following information that you have provided to us: preliminary project cost estimates and attached sources and uses of funds, operating budgets, scope of work, construction timing and potential sources of funds to determine our final figures for an eventual Freddie Mac submission. Our decision to move forward with the transaction is based upon the representations and materials supplied by you and/or your representatives.

The attached 15-year pro forma was prepared by the Trinity Housing Development, LLC for Henderson Trails Apartments located in Henderson, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC Bank, N.A. 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 Trinity Henderson Trails, LP and its Principals. At this time, PNC Bank, N.A. 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 mortgagor entity is proposed to be Single Asset Entity Trinity Henderson Trails, LP ("Borrower"). The proposed general partner is Trinity Henderson Trails GP, LLC. The sponsor of the transaction is Trinity Housing Development, LLC.

Conditions to Delivery of the Freddie Mac Loan:

The availability of the Freddie Mac Loan shall be expressly conditioned upon borrower’s ability to provide satisfactory compliance with the following requirements to PNC, Freddie Mac and their counsel.
Maximum Loan | $2,400,000 (estimated on current figures)

Freddie Mac Forward Commitment loan will be provided at the lesser of up to 90% loan to value and up to a minimum 1.15x DSCR based on underwritten NOI. This Freddie Mac loan is intended for use with the 9% Low Income Housing Tax Credit program. PNC will provide the borrower an opportunity to adjust the mortgage, assuming it is supported by the underwriting, should they require a greater mortgage than the mortgage currently listed above. The final maximum loan amount will be determined by Freddie Mac approval.

Term/Amortization | 15 years term/35 year amortization period

Mortgage Rate | Annual interest rate shall be approximately 5.25%. Initial loan sizing has been based on this interest rate assumption. Final loan sizing and interest rate will be determined at the acceptance of any Forward Commitment. The quoted spread and U.S. Treasury rates are subject to market conditions.

Prepayment | Freddie Mac shall be entitled to a yield maintenance termination fee in the event that the loan is terminated prior to 14.5 years following the permanent loan closing. The prepayment penalty is 1% thereafter, and the loan is prepayable at par the last 90 days of the loan.

Borrower | Single asset entity acceptable in all respects to PNC and Freddie Mac in their sole discretion.

Personal Recourse | PNC and Freddie Mac will typically not require Borrower recourse liability except upon the occurrence of certain events specified in the Mortgage Note executed by the Borrower. However, at PNC’s and Freddie Mac’s discretion, additional Borrower recourse liability or third party guaranties may be required. Typical recourse “carve-outs” are as follows:

1) Fraudulent acts committed by the borrower during the course of the loan.
2) The borrower willfully and knowingly disposing of toxic substances on the site.
3) Bankruptcy action on behalf of the general partners.

Final loan approval will be subject to the ability of Borrower, and its principals, if necessary, to satisfy any financial and other credit requirements necessary to comply with any guaranties that will
be required for a Freddie Mac permanent mortgage as required by PNC, Freddie Mac, and their counsel.

Collateral

Secured by a first Mortgage lien on the leasehold estate underlying the Property and all improvements thereon, together with an Assignment of Lease and Rents and a Security Interest in all appropriate personal property.

Land Lease

Any land lease affecting the Property must meet with PNC and Freddie Mac’s approval per the requirements of the Freddie Mac 9% LIHTC Forward program.

Subordinate Financing

The subordinate lender must be willing to enter into a subordination agreement approved by PNC and Freddie Mac.

Recorded “Soft” subordinate debt is permitted under the Freddie Mac structure for both public/governmental and private sources. Any payment of debt service on Soft subordinate debt may not, in the aggregate, exceed 75% of cash flow after the payment of operating expenses, replacement reserve contributions, and other required reserve contributions. The subordinate debt must not come due until after the maturity of the Freddie Mac loan, unless otherwise agreed to by PNC and Freddie Mac.

Recorded “Hard” subordinate financing is permitted for debt owed to public, governmental or quasi-governmental sources or to private, institutional lenders. The combined loan to value may not be greater than 90% and the combined debt coverage ratio may not exceed 1.10x. The subordinate financing must fully amortize or must balloon after the maturity of the senior debt. The subordinate debt must have either a fixed interest rate for the full term or an adjustable interest rate with a rate cap. The subordinate hard debt when combined with the senior debt, must pass Freddie Mac’s refinance test. The subordinate debt must not come due until after the maturity of the Freddie Mac loan, unless otherwise agreed to by PNC and Freddie Mac.

Escrows and Reserves

PNC and Freddie Mac will require that Borrower make monthly escrow deposits for all real property taxes, required property insurance, and replacement reserves. The tax and insurance escrows shall be maintained by PNC. PNC and Freddie Mac will require the funding of an annual replacement reserve escrow subject to loan underwriting and property inspections by third parties in their sole discretion (minimum $250/unit/year).
Third Party Reports

Borrower will be responsible for the cost of obtaining third party seismic, architectural, engineering, environmental and appraisal reports for the Property.

The financing of the referenced project is subject to the completion of final underwriting by PNC following the receipt of all third-party reports identified above, as well as any other underwriting due diligence requested, Freddie Mac issuance of a commitment to purchase the mortgage loan, the satisfaction of any conditions required by the Freddie Mac Commitment, approval of PNC’s credit committee and PNC’s issuance of a Loan Commitment. This agreement shall be deemed to be made in and governed by the laws of the State of California.

Borrower shall indemnify and hold harmless PNC, or its assigns, and each of its officers, directors, employees, and agents from and against any and all out-of-pocket losses, damages, liabilities, costs, expenses, and counsel fees incurred by PNC as a result of (I) the assertion of any claim made in connection with the issuance by PNC, the Mortgage Loan, Freddie Mac’s involvement in the financing, provided that such claim is based upon or arises from out of or as a consequence of any act, event, circumstance or omission of or is caused by or is within the control or direction of, Borrower or its Principals or officers or employees or (II) any fraud or material misrepresentation by Borrower or Principal of the Borrower in connection with the credit enhancement.

Important Information About Procedures for Obtaining a New Loan from PNC: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who establishes a formal relationship with such institution.

What this means for you: When you apply for a loan with PNC, we will ask you your name, address, date of birth (for individuals) and other pertinent information that will allow us to identify you. We may also ask to see your driver’s license (for individuals), organizational documents (for business entities) or other identifying information.

Additional Information and Disclosures:

See “Commercial Loan Application Disclosure” attached hereto.

If the above arrangement is acceptable to you, please sign and return one copy of this letter agreement and keep one for your records. Should you have any questions, please do not hesitate to call. We look forward to working with you on this and future partnerships.

Sincerely,

PNC Bank, N.A.

Mark Ragsdale  
Senior Vice President
This document contains important information about your rights, and disclosures to which you are entitled, pursuant to certain statutory and regulatory requirements. Please read and retain a copy for your records.

**USA Patriot Act/Customer Identification Program:** *Important Information About Procedures for Opening a New Account*  To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying information.

**Important Information about Phone Calls:** By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) with PNC or its affiliates, whether such accounts are your individual accounts or business accounts for which you are a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. You consent that any phone call with us may be monitored or recorded by us. You may tell us at any time that you do not want to be contacted at a wireless number by an automated dialing system.

**Consumer Credit Reports:** By submitting an application for credit, you alone and on behalf of all co-applicants and guarantors for whom you have permission to apply for products and services, hereby request and authorize PNC or its designees (and any assignee or potential assignee) to obtain personal credit profiles from one or more national credit bureaus. You, alone and on behalf of all co-applicants and guarantors for whom you have permission to apply for products and services, further request and authorize PNC to disclose information including personal information, to such national credit bureaus, for the purposes described herein. This request and authorization extends to obtaining a credit profile(s) in (i) considering this application, (ii) assessing creditworthiness and (iii) considering extensions of credit on an ongoing basis, for the purposes of (a) update, renewal, modification or extension of such credit or additional credit, (b) reviewing, administering or collecting the resulting account, and (c) reporting repayment and satisfaction of such credit obligations. The execution of definitive loan documents, by you or by any co-applicant or guarantor, for whom you have permission to apply for products and services, shall ratify and confirm the requests and authorizations set forth herein.

**Email Communication:** By providing an email address to us you authorize us to communicate via email.

**Business Purpose Affirmation:** You certify that all loan proceeds will be used for business purposes.

**Income:** When applying for credit, you are not required to disclose alimony, child support or other separate maintenance but may provide it as a basis for repaying a loan.

**Notice for Denial:** If you have applied for credit and your request is denied you have the right to a written statement of the specific reasons for denial. To obtain the statement, please Email your request to RegB@pnc.com or write to the Agency Finance Production Support Administrator at PNC Bank, N.A.,
Attn: April Bookbinder, MS: XX-AR02-01-1, 26901 Agoura Road, Suite 200, Calabasas Hills, CA 91301, or call 818-676-3233 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for denial within 30 days of receiving your request for the statement.

**ECOA Notice:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant’s income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

**State Disclosures**

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that reporting agencies maintain credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to New Jersey Residents:** Under New Jersey law we are required to give you the following notification if we make a loan offer to be secured, in whole or in part, by real property located in New Jersey: “The interests of the borrower and lender are or may be different and may conflict, and the lender’s attorney represents only the lender and not the borrower. The borrower is, therefore, advised to employ an attorney of the borrower’s choice, licensed to practice law in the State of New Jersey to represent the interests of the borrower.”

**Notice to New York Residents:** Upon request you will be informed whether or not a consumer report was requested, and if it was, of the name and address of the consumer reporting agency that furnished the report.

**Notice to Vermont Residents:** You authorize PNC to obtain credit reports about you now and in the future for all legitimate purposes associated with this application or account, including but not limited to evaluating the application and renewing, modifying, reviewing and taking collection on the account.

**Notice to Wisconsin Residents:** No provision of a marital property agreement, a unilateral statement under Wisconsin Statutes s. 766.59 or a court decree under Wisconsin Statutes s. 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.
# 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></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>$464,244</td>
<td>$473,529</td>
<td>$482,999</td>
<td>$492,659</td>
<td>$502,513</td>
<td>$554,815</td>
<td>$612,560</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,800</td>
<td>$11,016</td>
<td>$11,236</td>
<td>$11,461</td>
<td>$11,690</td>
<td>$12,907</td>
<td>$14,250</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$475,044</td>
<td>$484,545</td>
<td>$494,236</td>
<td>$504,120</td>
<td>$514,203</td>
<td>$567,722</td>
<td>$626,810</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($35,628)</td>
<td>($36,341)</td>
<td>($37,068)</td>
<td>($37,809)</td>
<td>($38,565)</td>
<td>($42,579)</td>
<td>($47,011)</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>$439,416</td>
<td>$448,204</td>
<td>$457,168</td>
<td>$466,311</td>
<td>$475,638</td>
<td>$525,142</td>
<td>$579,800</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>$16,320</td>
<td>$16,810</td>
<td>$17,314</td>
<td>$17,833</td>
<td>$18,368</td>
<td>$21,294</td>
<td>$24,685</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$21,971</td>
<td>$22,410</td>
<td>$22,859</td>
<td>$23,316</td>
<td>$23,782</td>
<td>$26,257</td>
<td>$28,990</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$53,220</td>
<td>$54,817</td>
<td>$56,461</td>
<td>$58,155</td>
<td>$59,900</td>
<td>$69,440</td>
<td>$80,500</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$39,000</td>
<td>$40,170</td>
<td>$41,375</td>
<td>$42,616</td>
<td>$43,895</td>
<td>$50,886</td>
<td>$58,991</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,000</td>
<td>$9,270</td>
<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,127</td>
<td>$19,701</td>
<td>$20,292</td>
<td>$20,901</td>
<td>$21,528</td>
<td>$24,956</td>
<td>$28,931</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$44,248</td>
<td>$45,575</td>
<td>$46,943</td>
<td>$48,351</td>
<td>$49,802</td>
<td>$57,734</td>
<td>$66,929</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$15,000</td>
<td>$15,450</td>
<td>$15,914</td>
<td>$16,391</td>
<td>$16,883</td>
<td>$19,572</td>
<td>$22,689</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,400</td>
<td>$2,472</td>
<td>$2,546</td>
<td>$2,623</td>
<td>$2,701</td>
<td>$3,131</td>
<td>$3,630</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$245,486</td>
<td>$252,631</td>
<td>$259,986</td>
<td>$267,557</td>
<td>$275,350</td>
<td>$317,894</td>
<td>$367,077</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$193,930</td>
<td>$195,573</td>
<td>$197,182</td>
<td>$198,755</td>
<td>$200,287</td>
<td>$207,249</td>
<td>$212,723</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</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><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$43,956</td>
<td>$45,599</td>
<td>$47,208</td>
<td>$48,781</td>
<td>$50,313</td>
<td>$57,275</td>
<td>$62,749</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$43,956</td>
<td>$89,555</td>
<td>$136,763</td>
<td>$185,544</td>
<td>$235,857</td>
<td>$504,828</td>
<td>$804,887</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.29</td>
<td>1.30</td>
<td>1.31</td>
<td>1.33</td>
<td>1.34</td>
<td>1.38</td>
<td>1.42</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)

Mark Ragsdale

Phone: 415-733-1533
Email: mark.ragsdale@pnc.com

Mark Ragsdale
415-733-1533
2-26-20
mark.ragsdale@pnc.com
## 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>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>PNC Real Estate - Bridge Loan</td>
<td>Conventional Loan</td>
<td>$7,100,000</td>
<td>5.00%</td>
<td>na</td>
</tr>
<tr>
<td>PNC Real Estate - Construction Loan</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
<td>First</td>
</tr>
</tbody>
</table>

### Third Party Equity

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Tax Credit Capital</td>
<td>HTC</td>
<td>$945,766</td>
<td>$832,191</td>
<td>$8,321,912</td>
</tr>
</tbody>
</table>

### Grant

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td>$250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Henderson</td>
<td>In-Kind Contribution</td>
<td>$250</td>
<td>$250</td>
<td></td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developer</td>
<td>Deferred Fee</td>
<td>$575,535</td>
<td>$358,028</td>
<td></td>
</tr>
</tbody>
</table>

### Other

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds**: $10,907,976
**Total Uses of Funds**: $11,080,190

2/26/2020
**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).

Henderson Trails will be financed with a $2,400,000 permanent loan and $8,321,912 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Henderson, and currently estimated $358,028 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

**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.

*Replacement reserves will be $250 per unit per year as shown in the Annual Operating Expenses.*

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

There is no rental assistance or other subsidy for this property.

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.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Ragsdale</td>
<td>2-26-20</td>
</tr>
</tbody>
</table>

**Telephone:** 415-733-1533  
**Email address:** mark.ragsdale@pnc.com

If a revised form is submitted, date of submission:  

2/26/2020
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 27, 2020

Via Email

Adam Horton
Trinity Henderson Trails, LP
Trinity Housing Development
3556 S. Culpepper, Suite 4
Springfield, MO 65804

Re: Trinity Henderson Trails, LP (the "Partnership")
    Henderson Trails, Rusk County, Texas (the "Property")

Dear Adam:

Thank you for the opportunity to present this letter of intent to make an equity investment in your Partnership, subject to preliminary and final investor approval. This letter of intent, which is being provided on a “Best Efforts” basis, outlines certain terms and conditions that would be the basis of a partnership agreement (the “Partnership Agreement”), to be entered into among the general partner(s) listed below, an equity fund sponsored by PNC Bank, National Association (“PNC”), as the limited partner (the “Limited Partner”) and a corporation affiliated with PNC as the special limited partner (the “Special Limited Partner”).

Based on the information you provided to us, we have prepared this letter of intent under the following terms and assumptions:

1. PARTNERSHIP TAX CREDITS

Annual Forecasted Tax Credit: $945,766

2. CAPITAL CONTRIBUTIONS TO THE GENERAL PARTNER

A. The Investment Limited Partner and will purchase 99.99% of the forecasted tax credits at a rate of $0.88 per allocated tax credit dollar credit for the federal tax credits (the “Investment Limited Partner’s Capital Contribution”), assuming the foregoing material assumptions are accurate and subject to the terms set forth in this letter and the Partnership Agreement to be entered into prior to payment of any installment below. The total Capital Contribution will be rounded to the nearest dollar and is expected to be $8,321,912 payable in installments. Each installment is due within four (4) business days of the Investment Limited Partner’s receipt and approval of documentation evidencing the satisfaction of the installment’s and all previous installments’ conditions as follows:

1) $ 832,191 or 10% (the “First Installment”) paid prior to or simultaneously with the closing of construction financing;
2) $5,825,339 or 70% (“the Second Installment”) upon construction completion;
3) $1,248,287 or 15% (“the Second Installment”) upon the latest of 95% physical occupancy, 100% initial tax credit occupancy, cost certification, permanent loan commencement or conversion, or property stabilization;

4) $416,096 or 5% (“the Final Installment”) upon receipt of IRS Forms 8609.

B. The Capital Contribution shall be applied by the Partnership first to direct development costs, then to the payment of the development fee (the “Development Fee”). To the extent the Capital Contribution or net cash flow is not sufficient to pay the full Development Fee within ten years of the construction completion date, the General Partner shall be obligated to contribute capital to the Partnership to enable it to pay the remaining balance.

3. DISTRIBUTION OF NET CASH FLOW

A. Net cash flow, generated by the Property after payment of operating expenses, debt service and replacement reserve deposits, shall be distributed within 45 days of the end of the fiscal year, prior to the first full year of operations, 100% to the General Partner, and beginning in the first full year of operations, as follows:

i) To the Investment Limited Partner $75 per unit as a cumulative annual investor services fee, increasing 3% annually;

ii) To the Investment Limited Partner as reimbursement for any debts or liabilities owed to the Investment Limited Partner;

iii) To the developer as payment of the Development Fee until payment in full of the Development Fee;

iv) To the General Partner $150 per unit, as a cumulative annual partnership management fee, increasing 3% annually;

v) To the Investment Limited Partner, to the extent that any Partnership taxable income is allocated to the Investment Limited Partner in any year, cash flow equal to 40% of the taxable income;

vi) To the General Partner as reimbursement for operating deficit loans made to the Partnership and owed to the General Partner;

vii) Finally, any remaining net cash flow shall be distributed 90% to the General Partner and 10% to the Investment Limited Partner.

4. DISTRIBUTION OF NET CASH PROCEEDS UPON SALE OR REFINANCING

A. The net cash proceeds upon sale or refinancing shall be distributed in the following order:

i) To the payment of all debts and liabilities of the Partnership, excluding those owed to Partners, and to the establishment of any required reserves;

ii) To the payment of any debts and liabilities owed to the Investment Limited Partner;

iii) To the payment of any fees, debts, and liabilities owed to the General Partner and any unpaid partnership management fees for such year;
iv) The balance, 90% to the General Partner, and 10% to the Investment Limited Partner.

B. For a period of one year after the expiration of the initial compliance period, the General Partner may commence marketing the Property or may have the option to purchase the Investment Limited Partner’s interest for a purchase price equal the fair market value of the Investment Limited Partner’s interest. Fair market value shall be determined in accordance with the Partnership Agreement.

At any time after the year following the initial compliance period, PNC and the General Partner may commence marketing the Property. If PNC receives a bona fide offer to purchase the Property, PNC will forward a copy of the offer to the General Partner. If the General Partner chooses to refuse the offer, the General Partner will purchase the Investment Limited Partner’s interest for a purchase price equal to the net proceeds pursuant to Section 5 if the offer had been accepted.

5. DISTRIBUTION OF BENEFITS

Profits, losses and tax credits will be allocated 99.99% to the Investment Limited Partner based on the percentage of limited partner interest to be acquired. In the first year of operations when the net cash flow is allocated 100% to the General Partner, any taxable income will be allocated to the General Partner in the same proportion as the net cash flow distribution.

6. GENERAL PARTNER OBLIGATIONS

A. Construction Completion Obligations

The General Partner and the Developer shall guarantee lien-free construction completion of all improvements substantially in accordance with the approved plans and specifications. The General Partner and the Developer shall fund any development cost overruns through permanent loan(s) commencement/conversion and such overruns will not be reimbursed by the Partnership.

The General Partner shall provide copies of each draw request, change orders and all supporting documentation to the Investment Limited Partner simultaneously with submission to the construction lender. The Investment Limited Partner shall have the right to approve change orders in excess of $25,000. If the general contractor is not an affiliate of the General Partner, the construction contract shall be a fixed price contract and the general contractor shall be bonded in a manner satisfactory to the Investment Limited Partner.

B. Operating Deficit Guaranty and Operating Reserve Account

The General Partner shall guarantee the funding of any operating deficits for operating or fixed costs for 60 months following the later of the break-even operations or permanent mortgage loan commencement or conversion in a maximum amount to subject to the Investment Limited Partner’s due diligence review. The partnership may also establish an operating reserve if the projections change.
C. Replacement Reserve Account
The Partnership shall deposit monthly into a replacement reserve account no less than $250 per unit occupied at conversion (the “Replacement Reserve Account”). The Replacement Reserve Account shall be used to fund the replacement of major capital improvements, and disbursements shall require annual notification of anticipated expenditures and prior written approval of unanticipated expenditures.

D. Tax Credit Adjustments
i) If the annual actual tax credits allocated on the Carryover Allocation or Form(s) 8609 is less than the forecasted tax credits stated in Section 1, then the Capital Contribution shall be reduced in an amount equal to the total tax credit shortfall to the Investment Limited Partner multiplied by the price paid for the tax credits.

ii) If the annual actual tax credits allocated on Form(s) 8609 is greater than the forecasted tax credits stated in Section 1 (the “Additional Credit”), then the Capital Contribution shall be increased in an amount equal to the Additional Tax Credit multiplied by the price paid for the tax credits, and paid pro rata over the remaining Installments. This adjustment combined with all other upward adjustments shall be limited to 10% of the Capital Contribution.

iii) For each additional $1.00 of tax credit delivered in the first years beyond the amount projected in this letter, the ILP shall pay an additional equity amount per tax credit dollar to be determined by Investment Limited Partner during due diligence. The additional capital shall be paid pro rata over the remaining Installments.

iv) If the amount of actual tax credit in any year after construction completion is less than the amount of forecasted tax credit in Section 2 (except for reasons stated in item 6(D)(i) above), the Capital Contribution shall be reduced by an amount equal to the tax credit shortfall amount multiplied by the price paid for the tax credits, plus the amount of any recapture, interest or penalty (a “Reduction Amount”).

v) If any Reduction Amount cannot be paid from the Capital Contribution, the General Partner shall pay the Reduction Amount. Reduction Amounts not paid upon demand shall accrue interest at the prime rate as published in the Wall Street Journal plus 2%.

E. Net Worth and Guarantee Requirements
All obligations of the General Partner shall be guaranteed by person(s) or entities (“Guarantor(s)”) acceptable to the Investment Limited Partner and with sufficient net worth and liquidity.

7. CONDITIONS

A. Property
The Property will be the construction of a development located in the City of Henderson, Rusk County, Texas.

B. Tax Credit Allocation
The Partnership may elect to defer the use of tax credits for any individual building which is not 100% tax credit qualified by December 31st of the year in which it is placed in service, at the
Investment Limited Partner’s discretion. It is assumed that IRS form 8609 will be issued subsequent to the anticipated placed-in-service deadline.

C. Tax Credit Occupancy
The Partnership must comply with the 40/60 minimum set-aside test (a minimum of 40% of the units must be rented to tenants with incomes less than 60% of area median, adjusted for family size).

D. Construction and Permanent Financing
The General Partner shall provide to PNC for its review and approval, copies of the loan commitments and loan documents for all financing sources, which are assumed to be from qualified commercial lenders and qualify for the 9% tax credit applicable percentage.

E. Property Management Agent
i) The General Partner shall provide or cause the Property management agent to provide management reports to the Investment Limited Partner in a timely manner concerning operations, occupancy and other information essential to the management of the Property.

ii) Upon the occurrence of certain events, including any material violations, negligence or misconduct or inadequate reporting, the Special Limited Partner will have the option to replace the Property management agent. All Property management agreements will include a termination clause allowing either the General Partner or the Property management agent to terminate the agreement by giving a 30-day advance written notice to the other party.

F. Repurchase Obligations
The Investment Limited Partner shall not be required to advance any unpaid Installments and the General Partner may be required to repurchase the Investment Limited Partner’s interest for the invested amount. Conditions for repurchase shall include: construction completion, break-even operations or permanent loan closing(s)/conversion(s) are not achieved or other tax credit compliance conditions are not met in a reasonable time period.

G. Insurance Obligations
The Partnership will provide the following insurance policies: i) an extended ALTA owner’s title insurance policy in an amount not less than the permanent mortgage(s), the General Partner’s and Investment Limited Partner’s capital contributions, with all standard exceptions deleted or approved and with Fairways, non-imputation and other requested endorsements; ii) commercial general liability insurance in the minimum amount of $5,000,000 naming the Investment Limited Partner as named insured party of which not more than $2,000,000 is through an umbrella policy; (iii) builder’s risk insurance through construction completion, and all risk or fire and extended coverage and, if necessary, earthquake, hurricane and flood insurance, all policies in a minimum amount equal to full replacement value; (iv) workers’ compensation as required under state law; (v) business interruption insurance coverage equal to one full year’s gross rental income or as acceptable to the Investment Limited Partner; and (vi) any other insurance as may be necessary or customary.

H. Accountant’s Obligations
The General Partner shall provide or cause the Partnership’s accountant to provide the following annual reports: i) federal and state tax returns for the previous year (including all supporting documentation necessary to verify the calculation of the tax credit) by February 28th and ii)
annual audited Partnership financial statements (including all supporting documentation) by March 1st. Any delays beyond the designated due date may result in a $100 per day penalty to the Partnership. The Partnership Accountant shall review and approve the basis and benefits calculations prior to the payment of the First Installment.

1. General Partner Removal
The Partnership Agreement shall contain provisions for the removal of the General Partner with cause.

8. DUE DILIGENCE PERIOD

The General Partner grants the Investment Limited Partner the exclusive right to acquire the Partnership interest commencing on the date of the initial execution of this letter of intent and terminating 60 days after receipt of the documents necessary to complete the due diligence review.

Our agreement to make the investment described in this letter of intent is subject to the accuracy of the information you have provided to us and our mutual agreement on the terms of the closing documents and review of customary due diligence which shall include those items specifically referenced in the PNC commitment for construction and term financing sent under separate cover.

This letter of intent does not expire before December 31, 2020.

The attached 15-year pro forma was prepared by the borrower for Henderson Trails located in Henderson, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the creditworthiness of Trinity Housing Development and its Principals. At this time, PNC Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

This letter of intent is not a commitment and is subject to PNC’s underwriting, due diligence review, and market conditions at the time a letter of intent is issued following the tax credit award. During the due diligence period, PNC will conduct a due diligence review and negotiate with the General Partner, in good faith, any open terms of this letter of intent. The due diligence period will commence upon receipt by PNC of all Property and Partnership documents identified in the syndication binder. The due diligence review will include, without limitation, the verification of factual representations made by the General Partner, a review of the Property and Partnership documents, a site visit and an evaluation of the following: the experience and expertise of the General Partner, general contractor, architect and Property management agent; Property area market; an appraisal of the Property; the construction schedule’ the total development budget; the residual potential of the Property and capital account analysis; Phase I environmental assessment and all subsequent reports and other relevant factors. PNC may also commission consultants to perform market analysis, construction, insurance and environmental reviews. The General Partner and PNC acknowledge that no legally enforceable relationship shall exist between General Partner and PNC unless and until the Acquisition Review Committee of PNC shall have
approved the proposed transaction, and the parties shall have executed the Partnership Agreement and the other transaction and financing documents contemplated herein. The foregoing pricing assumptions for this application letter of intent are based on current market conditions, which are subject to change in the event of a change in the federal income tax laws or regulations which would have an effect on the benefits PNC expects to receive from the transaction.

Should you have any questions, please do not hesitate to call (502) 581-2640. We look forward to working with you on this and future transactions.

Sincerely,

PNC BANK, N.A.

Ryan Edwards

Vice President

PNC Bank, N.A.

cc: Tricia Hurley, File

Attachments:

Developer's Proforma
Proposed Sources and Uses
# 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></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>$464,244</td>
<td>$473,529</td>
<td>$482,999</td>
<td>$492,659</td>
<td>$502,513</td>
<td>$554,815</td>
<td>$612,560</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,800</td>
<td>$11,016</td>
<td>$11,236</td>
<td>$11,461</td>
<td>$11,690</td>
<td>$12,907</td>
<td>$14,250</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$475,044</td>
<td>$484,545</td>
<td>$494,236</td>
<td>$504,120</td>
<td>$514,203</td>
<td>$567,722</td>
<td>$626,810</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(35,628)</td>
<td>$(36,341)</td>
<td>$(37,068)</td>
<td>$(37,809)</td>
<td>$(38,565)</td>
<td>$(42,579)</td>
<td>$(47,011)</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>$439,416</td>
<td>$448,204</td>
<td>$457,168</td>
<td>$466,311</td>
<td>$475,638</td>
<td>$525,142</td>
<td>$579,800</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>$16,320</td>
<td>$16,810</td>
<td>$17,314</td>
<td>$17,833</td>
<td>$18,368</td>
<td>$21,294</td>
<td>$24,685</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$21,971</td>
<td>$22,410</td>
<td>$22,859</td>
<td>$23,316</td>
<td>$23,782</td>
<td>$26,257</td>
<td>$28,990</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$53,220</td>
<td>$54,817</td>
<td>$56,461</td>
<td>$58,155</td>
<td>$59,900</td>
<td>$69,440</td>
<td>$80,500</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$39,000</td>
<td>$40,170</td>
<td>$41,375</td>
<td>$42,616</td>
<td>$43,895</td>
<td>$50,886</td>
<td>$58,991</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,000</td>
<td>$9,270</td>
<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,127</td>
<td>$19,701</td>
<td>$20,292</td>
<td>$20,901</td>
<td>$21,528</td>
<td>$24,956</td>
<td>$28,931</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$44,248</td>
<td>$45,575</td>
<td>$46,943</td>
<td>$48,351</td>
<td>$49,802</td>
<td>$57,734</td>
<td>$66,929</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$15,000</td>
<td>$15,450</td>
<td>$15,914</td>
<td>$16,391</td>
<td>$16,883</td>
<td>$19,572</td>
<td>$22,689</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,400</td>
<td>$2,472</td>
<td>$2,546</td>
<td>$2,623</td>
<td>$2,701</td>
<td>$3,313</td>
<td>$3,630</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$245,486</td>
<td>$252,631</td>
<td>$259,986</td>
<td>$267,557</td>
<td>$275,350</td>
<td>$317,894</td>
<td>$367,077</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$193,930</td>
<td>$195,573</td>
<td>$197,182</td>
<td>$198,755</td>
<td>$200,287</td>
<td>$207,249</td>
<td>$212,723</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</td>
<td>$149,974</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>$43,956</td>
<td>$45,599</td>
<td>$47,208</td>
<td>$48,781</td>
<td>$50,313</td>
<td>$57,275</td>
<td>$62,749</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$43,956</td>
<td>$89,555</td>
<td>$136,763</td>
<td>$185,544</td>
<td>$235,857</td>
<td>$504,828</td>
<td>$804,887</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.29</td>
<td>1.30</td>
<td>1.31</td>
<td>1.33</td>
<td>1.34</td>
<td>1.38</td>
<td>1.42</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: Ryan Edwards
Email: Ryan.L.Edwards@PNC.com
Phone: 502-581-2640
Date: February 27, 2020

If a revised form is submitted, date of submission: February 27, 2020

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>PNC Real Estate - Bridge Loan</td>
<td>Conventional Loan</td>
<td>$7,100,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>PNC Real Estate - Construction Loan</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
</tr>
<tr>
<td>PNC Real Estate - Freddie Mac</td>
<td>Conventional Loan</td>
<td>$2,400,000</td>
<td>5.25%</td>
</tr>
<tr>
<td>PNC Real Estate - Tax Credit Capital</td>
<td>HTC</td>
<td>$945,766</td>
<td>$832,191</td>
</tr>
<tr>
<td>City of Henderson</td>
<td>In-Kind Contribution</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>Developer</td>
<td>Deferred Fee</td>
<td>$575,535</td>
<td>$358,028</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $10,907,976 | $11,080,190 |
| Total Uses of Funds    | $11,080,190 | $11,080,190 |
Henderson Trails will be financed with a $2,400,000 permanent loan and $8,321,912 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Henderson, and currently estimated $358,028 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

Replacement reserves will be $250 per unit per year as shown in the Annual Operating Expenses.

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

Signature, Authorized Representative, Construction or Permanent Lender: Ryan Edwards
Printed Name: Ryan Edwards
Telephone: 502-581-2640
Email address: Ryan.L.Edwards@PNC.com
Date: February 27, 2020

If a revised form is submitted, date of submission: 2/26/2020
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
CITY OF HENDERSON, TEXAS
RESOLUTION NO. 2020-02-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS REGARDING THE
HENDERSON TRAILS DEVELOPMENT FOR SUPPORT

WHEREAS Trinity Henderson Trails, LP has proposed a development for affordable rental housing located on
the east side of Hwy 79 at Pamela Street, named Henderson Trails in the City of Henderson; and

WHEREAS, there is a need for affordable housing for Henderson citizens of modest means, and

WHEREAS, Trinity Henderson Trails, LP intends to submit an application to the Texas Department of Housing
and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for Henderson
Trails (TDHCA #20216), and

WHEREAS, Henderson Trails will be a 60 unit age-restricted development meaning all residents must be age
55 or older.

WHEREAS, The City, acting through its governing body, hereby approves a commitment to the Applicant of
funding assistance in the amount of $250.00 in the form of a loan, grant, reduced fees or contribution of other
value for the benefit of the Housing Community, which contribution is conditioned on an award of Housing Tax
Credits to the Applicant

RESOLVED, that the City of Henderson hereby supports the proposed Henderson Trails and confirms that its
governing body has voted specifically to approve the construction or rehabilitation of the Development and to
authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov’t Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, Mayor John Fullen is hereby
authorized, empowered, and directed to certify these resolutions to are hereby authorized, empowered, and
directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED by the City Council of the City of Henderson, Texas on the 11 day of February,
2020.

John Fullen, Mayor

ATTEST:
Cheryl Jimerson, City Secretary
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
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:

### Part 1: Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

**Yes** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside

**Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab

**Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

<table>
<thead>
<tr>
<th>Ownership Interest:</th>
<th>40.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash flow from operations:</td>
<td>5.00%</td>
</tr>
<tr>
<td>Developer Fee:</td>
<td>5.00%</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>50.00%</strong></td>
</tr>
</tbody>
</table>

(Not required for HUB of HUD 202 Rehabilitation projects.)

**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

- [ ] 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

### Part 2: Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

- [ ] A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

- [ ] A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

- [ ] Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

**Points Claimed:** 0

**Total Points Claimed:** 2
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 additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**JANIA CORMIER 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 22-JAN-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Material Participation of HUB

The HUB for this application, Janna Cormier 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 Janna Cormier Development Consulting, LLC, Janna Cormier, has a Masters Degree in urban Planning and been specifically involved in multifamily finance and development since 1996.

Janna Cormier 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 the financing structure for this application.

Janna Cormier Development Consulting, LLC will be involved in this development from award through lease-up and operation through the compliance period.

Ms. Cormier 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, Ms. Cormier 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.

Ms. Cormier will also work with the co-developer with regard to lease up and continued compliance of the property with regard to TDHCA requirements.
Janna Cormier  
9205 San Juan Pass, Austin, TX 78737  
512-773-8169  
janna.cormier@jcdevelopmentconsulting.com

Profile Summary

- Experienced professional with a 20 year career in real estate finance and affordable housing. 
  Proactive approach has resulted in closing complicated real estate transactions utilizing low income housing tax credits, historic tax credits and tax exempt bond financing. 
- Excellent interpersonal, analytical, and organizational skills.

Work Experience

Janna Cormier Development Consulting, LLC  
2014-Present

Real Estate Development Consultant

- Real estate development consultant focusing on affordable housing financing with low income housing tax credits and tax exempt bonds. 
- Prepare applications for financing through state and federal housing agencies. 
- Advise clients in real estate development transactions to determine optimal financing structure, and work with investors and development team to close transactions. 
- Extensive experience with projects involving RAD conversion of Public Housing.

PNC Real Estate – Tax Credit Capital  
2004-2014

Vice President

- Client facing originations position accountable for soliciting business accounts and developing relationships with LIHTC developers in Texas, Oklahoma, New Mexico, Arkansas and Louisiana. 
- Seek out new real estate investment opportunities, and structure transactions to make competitive proposals that fit the bank’s investment needs and risk profile. 
- Stay abreast of industry news and policy to advise clients and structure deals that are compliant. 
- Cross-sell real estate banking services and products to clientele. 
- Participate in industry events to represent the bank as a leader within the territory. 

Highlights:

- Signed and closed $160MM in LIHTC equity transactions in 3.5 years as lead originator for the Texas region; including $5MM in Historic Tax Credit equity combined with LIHTC transactions. 
- Worked on transactions involving many different financing structures and programs including Low Income, Historic and State Historic Tax Credits, FHA, Freddie Mac, Fannie Mae, USDA Rural Development, HOME, CDBG, TIF, Tax Exempt bonds, FHLB programs, city and state subsidy programs.

RBC Dain Rauscher  
Investment Banker  
2002-2004

- Client facing business development position accountable for soliciting business to structure private activity bond transactions for multifamily development. 
- Analyzed real estate development transactions to determine optimal financing structure, and worked with investors and development team to close transactions.
Texas Housing Finance Corporation 2000-2002

**Real Estate Analyst**

- Analyzed LIHTC development transactions to determine optimal financing structure, and put together financing proposals. Worked with investors and development team to close transactions.

Texas Department of Housing and Community Affairs 1996-2000

**Senior Planner – Housing Trust Fund**

- Responsible for managing Request for Proposals to award funds to Texas nonprofits for housing related activities.

Education

<table>
<thead>
<tr>
<th>Degree</th>
<th>Institution</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master of Urban Planning</td>
<td>Texas A&amp;M University, College Station, TX</td>
<td>1995</td>
</tr>
<tr>
<td>Bachelor of Science in Geography</td>
<td>Texas A&amp;M University, College Station, TX</td>
<td>1990</td>
</tr>
</tbody>
</table>
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.
Trinity Henderson Trails, LP

Trinity Henderson Trails GP, LLC
  .01% General Partner

Trinity Housing Development Texas, LLC
  60% Member

Trinity Housing Development, LLC
  (A Missouri Limited Liability Corporation)
  100% Member

Janna Cormier Development Consulting, LLC
  40% Member
  (HUB)

Syndicator TBD
  99.99% Limited Partner

Janna Cormier
  100%
  Ability to Exercise Control

J. Ryan Hamilton
  33.33%
  Ability to Exercise Control

J. Douglas Hamilton
  33.33%
  Ability to Exercise Control

Michael K. Hamra
  33.33%
  Ability to Exercise Control
Organizational Chart -- Guarantor Entity

Trinity Housing Development Texas, LLC
100% Guarantor

Trinity Housing Development, LLC
(A Missouri Limited Liability Corporation)
100% Member

J. Ryan Hamilton
33.33%
Ability to Exercise Control

J. Douglas Hamilton
33.33%
Ability to Exercise Control

Mike K. Hamra
33.33%
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.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>Trinity Henderson Trails GP, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>PO Box 41326</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78704</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% Development Owner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>TBF</td>
<td>Legal Org is or will be: Limited Partnership</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>60% of Trinity Henderson Trails, LP</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>List of Sub-Entities or Principals:</td>
<td>1. Trinity Housing Development Texas, LLC</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Janna Cormier Development Consulting, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>0.01% of Trinity Henderson Trails, LP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Trinity Housing Development Texas, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Trinity Housing Development Texas, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Trinity Housing Development Texas, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 1.1</th>
<th>Organization Legal Name:</th>
<th>Trinity Housing Development Texas, LLC</th>
<th>Role/Title</th>
<th>Managing Mem, Co-Dev, Guar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>PO Box 41326</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78704</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>60% of Trinity Henderson Trails GP, LLC; 95% Co-Dev, 100% Guar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>10/3/2019</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(713) 409-0211</td>
<td>Email: <a href="mailto:mfgel@trinityhousingdevelopment.com">mfgel@trinityhousingdevelopment.com</a></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>List of Sub-Entities or Principals:</td>
<td>1. Trinity Housing Development, LLC</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Trinity Housing Development, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Trinity Housing Development, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Trinity Housing Development, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 1.1.1</th>
<th>Organization Legal Name:</th>
<th>Trinity Housing Development, LLC</th>
<th>Role/Title</th>
<th>Sole Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>3556 S. Culpepper, Suite 4</td>
<td>City: Springfield</td>
<td>State: MO</td>
<td>Zip: 65804</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% of Trinity Housing Development Texas, LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>10/3/2019</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>4178821701</td>
<td>Email: <a href="mailto:hamilton@trinityhousingdevelopment.com">hamilton@trinityhousingdevelopment.com</a></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>List of Sub-Entities or Principals:</td>
<td>1. J. Ryan Hamilton</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. J. Douglas Hamilton</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Michael K. Hamra</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Janna Cormier Development Consulting, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>100% Development Owner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Janna Cormier Development Consulting, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/25/2020
<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls:</th>
<th>40% of Trinity Henderson Trails GP, LLC; 5% Co-Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
</tr>
<tr>
<td>Date formed:</td>
<td>9/18/2014</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
</tr>
<tr>
<td>Phone:</td>
<td>(512) 773-8169</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:janna.cormier@jcdevelopmentconsulting.com">janna.cormier@jcdevelopmentconsulting.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### List of Sub-Entities or Principals:

1. **Janna Cormier**
   - TDHCA Experience: Yes

2. **NA**
   - TDHCA Experience: __________

3. **NA**
   - TDHCA Experience: __________

4. **NA**
   - TDHCA Experience: __________

5. **NA**
   - TDHCA Experience: __________

6. **NA**
   - TDHCA Experience: __________

### Organization Legal Name:

**NA**

### Address:

**9205 San Juan Pass**

City: **Austin**

State: **TX**

Zip: **78737**

### Organization is identified on Org. Chart:

_____  Ability to exercise Control over the Development?  Yes

### List of Sub-Entities or Principals:

1. **NA**
   - TDHCA Experience: __________

2. **NA**
   - TDHCA Experience: __________

3. **NA**
   - TDHCA Experience: __________

4. **NA**
   - TDHCA Experience: __________

5. **NA**
   - TDHCA Experience: __________

6. **NA**
   - TDHCA Experience: __________

### Organization Legal Name:

**NA**

### Address:

**Email:**

NA

### Organization is identified on Org. Chart:

_____  Ability to exercise Control over the Development?  Yes

### List of Sub-Entities or Principals:

1. **NA**
   - TDHCA Experience: __________

2. **NA**
   - TDHCA Experience: __________

3. **NA**
   - TDHCA Experience: __________

4. **NA**
   - TDHCA Experience: __________

5. **NA**
   - TDHCA Experience: __________

6. **NA**
   - TDHCA Experience: __________

### Organization Legal Name:

**NA**

### Address:

**Email:**

NA

### Organization is identified on Org. Chart:

_____  Ability to exercise Control over the Development?  Yes

### List of Sub-Entities or Principals:

1. **NA**
   - TDHCA Experience: __________

2. **NA**
   - TDHCA Experience: __________

3. **NA**
   - TDHCA Experience: __________

4. **NA**
   - TDHCA Experience: __________

5. **NA**
   - TDHCA Experience: __________

6. **NA**
   - TDHCA Experience: __________

### Organization Legal Name:

**NA**

### Address:

**Email:**

NA

### Organization is identified on Org. Chart:

_____  Ability to exercise Control over the Development?  Yes

### List of Sub-Entities or Principals:

1. **NA**
   - TDHCA Experience: __________

2. **NA**
   - TDHCA Experience: __________

3. **NA**
   - TDHCA Experience: __________

4. **NA**
   - TDHCA Experience: __________

5. **NA**
   - TDHCA Experience: __________

6. **NA**
   - TDHCA Experience: __________

### Organization Legal Name:

**NA**

### Address:

**Email:**

NA

### Organization is identified on Org. Chart:

_____  Ability to exercise Control over the Development?  Yes

### List of Sub-Entities or Principals:

1. **NA**
   - TDHCA Experience: __________

2. **NA**
   - TDHCA Experience: __________

3. **NA**
   - TDHCA Experience: __________

4. **NA**
   - TDHCA Experience: __________

5. **NA**
   - TDHCA Experience: __________

6. **NA**
   - TDHCA Experience: __________

4/25/2020
### 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: | Trinity Henderson Trails, LP  
|             | Trinity Henderson Trails GP, LLC |
| Email Address: | mfogel@trinityhousingdevelopment.com |
| City & State of Home Addr: | Austin, TX |
| Applicant Legal Name: | Trinity Henderson Trails, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

   **Add more rows to the form as needed.**

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

| 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:            |     |     |     |     |
| Other:            |     |     |     |     |
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

| Person/Role: | Trinity Housing Development Texas, LLC  
Trinity Housing Development, LLC |
| Email Address: | rhamilton@trinityhousingdevelopment.com |
| City & State of Home Addr: | Springfield, MO |
| Applicant Legal Name: | Trinity Ennis Trails, LP  
Trinity Henderson Trails, LP  
Trinity Brenham Trails, LP  
Trinity Beaumont Trails, LP  
Trinity San Angelo Walnut Trails, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

- [x] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Add more rows to the form as needed.

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

- [x] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td>TBRA</td>
</tr>
<tr>
<td></td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td>NSP</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

   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</th>
<th>Control End</th>
</tr>
</thead>
<tbody>
<tr>
<td>15237</td>
<td>TRM Senior Apartments</td>
<td>Troup, Rusk, Mt Pleasant</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>17285</td>
<td>Oak Trails</td>
<td>San Angelo</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17288</td>
<td>Forest Trails</td>
<td>Lindale</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17290</td>
<td>Golden Trails</td>
<td>West</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>18370</td>
<td>Heritage Tower</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
</tr>
<tr>
<td>18398</td>
<td>Hickory Trails</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
</tr>
<tr>
<td>19238</td>
<td>Franklin Trails</td>
<td>Franklin</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
<tr>
<td>19237</td>
<td>Gatesville Trails</td>
<td>Gatesville</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
<tr>
<td>19236</td>
<td>Tool Cedar Trails</td>
<td>Tool</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>TBRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Previous Participation Form

Form must be completed separately for each entity (i.e., person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Michael K. Hamra</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:rhamilton@trinityhousingdevelopment.com">rhamilton@trinityhousingdevelopment.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Springfield, MO</td>
</tr>
</tbody>
</table>

#### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>17285</td>
<td>Oak Trails</td>
<td>San Angelo</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17288</td>
<td>Forest Trails</td>
<td>Lindale</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17290</td>
<td>Golden Trails</td>
<td>West</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>18370</td>
<td>Heritage Tower</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
</tr>
<tr>
<td>18398</td>
<td>Hickory Trails</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
</tr>
<tr>
<td>19238</td>
<td>Franklin Trails</td>
<td>Franklin</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
<tr>
<td>19237</td>
<td>Gatesville Trails</td>
<td>Gatesville</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
<tr>
<td>19236</td>
<td>Tool Cedar Trails</td>
<td>Tool</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
</tbody>
</table>

Add more rows to the form as needed.

#### 2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td>TBRA</td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
</tr>
<tr>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td>NSP</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Previous Participation Form

Form must be completed separately for each entity (i.e., person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).
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: | Janna Cormier Development Consulting, LLC |
| Email Address: | janna.cormier@jcdevelopmentconsulting.com |
| City & State of Home Addr: | Austin, TX |
| Applicant Legal Name: | Trinity Ennis Trails, LP |
| | Trinity Henderson Trails, LP |
| | Trinity Brenham Trails, LP |
| | Trinity Beaumont Trails, LP |
| | Trinity San Angelo Walnut Trails, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>17285 Oak Trails</td>
<td>San Angelo</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>17288 Forest Trails</td>
<td>Lindale</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>17290 Golden Trails</td>
<td>West</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>18370 Heritage Tower</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>18398 Hickory Trails</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>19238 Franklin Trails</td>
<td>Franklin</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>19237 Gatesville Trails</td>
<td>Gatesville</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>19236 Tool Cedar Trails</td>
<td>Tool</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

| Community Affairs: | CEAP | DOE | HHSP | LIHEAP | WAP |
| HOME: | CFDC | HBA | PWD | Self-Help | TBRA |
| | CSBG | ESG | LIHEAP | | |
| HTF/OCI: | AYBR | Bootstrap | CFDC | | |
| Other: | | | | | |
| Other: | | | | | |
2020 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2020 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
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).

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. Ryan Hamilton</td>
<td>(417) 882-1701</td>
<td>No</td>
<td><a href="mailto:rhamilton@trinityhousingdevelopment.com">rhamilton@trinityhousingdevelopment.com</a></td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Douglas Hamilton</td>
<td>(417) 882-1701</td>
<td>No</td>
<td><a href="mailto:douglashamilton@hamiltoncorporation.com">douglashamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
<td>84-3238375</td>
</tr>
<tr>
<td>Randy Porter</td>
<td>(573) 256-7200</td>
<td>No</td>
<td><a href="mailto:randyp@wallacearchitects.com">randyp@wallacearchitects.com</a></td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

* 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).
### Engineer:
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

**Certified Texas HUB?**

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Civil Engineer:
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carlson Consulting Engineers, Inc.</td>
<td>Dean Carlson</td>
</tr>
<tr>
<td><a href="mailto:Deancarlson@carlsonconsulting.net">Deancarlson@carlsonconsulting.net</a></td>
<td>62-1747732</td>
</tr>
<tr>
<td>TBD</td>
<td>SSN</td>
</tr>
</tbody>
</table>

**Certified Texas HUB?**

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Market Analyst:
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Housing Analysts</td>
<td>Bob Coe</td>
</tr>
<tr>
<td><a href="mailto:robertcoe2@gmail.com">robertcoe2@gmail.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>(281) 387-7552</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**Certified Texas HUB?**

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Appraiser:
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>

**Certified Texas HUB?**

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Attorney:
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shackelford, Bowen, McKinley &amp; Norton, LLP</td>
<td>John Shackelford</td>
</tr>
<tr>
<td><a href="mailto:jshackelford@shackelfordlaw.com">jshackelford@shackelfordlaw.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>(214) 780-1400</td>
<td>75-2967456</td>
</tr>
</tbody>
</table>

**Certified Texas HUB?**

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Accountant:
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tidwell Group</td>
<td>Brent L. Barringer</td>
</tr>
<tr>
<td><a href="mailto:brent.barringer@tidwellgroup.com">brent.barringer@tidwellgroup.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>(205) 271-5543</td>
<td>27-1490692</td>
</tr>
</tbody>
</table>

**Certified Texas HUB?**

This is a direct or indirect, financial, or other interest with Applicant or other team members*
<table>
<thead>
<tr>
<th>Property Manager:</th>
<th>Hamilton Properties</th>
<th>J. Ryan Hamilton</th>
<th>(417) 882-1701</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ryanhamilton@hamiltoncorporation.com">ryanhamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
<td>27-1490692</td>
</tr>
<tr>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Originator of Underwriter:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bond Issuer:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Syndicator:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supportive Services Provider:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supportive Services Provider:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/27/2020
<table>
<thead>
<tr>
<th>Title Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Providence Title</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Anderson Consulting, LLC</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ESA Provider:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Service Industries (PSI)</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope and Cost Review (formerly PCA) Provider:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Preservation Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
</tr>
<tr>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>
Development Team Member Relationships with Applicant

The Applicant, Developer, Contractor, Cost Estimator, and Property Manager are related entities through principals.
2020 HTC
Full Application

Part 5 Tab 43

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

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 45,540 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 1,894 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

2/25/2020
Date

M. Randall Porter
Printed Name

24739 - Texas
License Number and State

Wallace Architects, LLC
Firm Name (If applicable)
# Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1-BR/1-BA (651 sf)</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>1</td>
</tr>
<tr>
<td>2-BR/1-BA (867 sf)</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>2</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>EXAMPLE:</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: 

Signature: ___________________________ Printed Name: M. Randall Porter

Date: 2/25/2020 Firm Name (If applicable) Wallace Architects, LLC
# Accessible Hearing/Visual Units Calculation

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

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

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1-BR/1-BA (651 sf)</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2-BR/1-BA (867 sf)</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>60</td>
<td>1.2</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

---

## EXAMPLE

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

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

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]
M. Randall Porter
Printed Name

2/25/2020
Wallace Architects, LLC
Firm Name (If applicable)
**Accessible Parking Calculation**

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

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

**Instructions for Submitting Accessible Parking Information**

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

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

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

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

When parking spaces are in more than one parking lot:

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

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


---

**Accessible Parking for Facilities and Amenities**

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.**

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>Office</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Dumpster</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 2

---

**2/25/2020**
## Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Information</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>60</td>
</tr>
<tr>
<td>Total surface parking spaces (including non-residential):</td>
<td>120</td>
</tr>
<tr>
<td>Total carports (including non-residential):</td>
<td></td>
</tr>
<tr>
<td>Total garages (including non-residential):</td>
<td></td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td></td>
</tr>
<tr>
<td>APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>2</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>118</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>3</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>58</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>2</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Calculation</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculated from above:</td>
<td>7</td>
</tr>
</tbody>
</table>

## Distribution of APSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

<table>
<thead>
<tr>
<th>Details</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>5</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td></td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td></td>
</tr>
</tbody>
</table>

## APSs that Must Be Van Spaces

### Total Van APSs required, including all types of spaces:

<table>
<thead>
<tr>
<th>Calculation</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculated from above:</td>
<td>2</td>
</tr>
</tbody>
</table>

### Minimum number of surface parking spaces that must be van APSs:

<table>
<thead>
<tr>
<th>Calculation</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculated from above:</td>
<td>1</td>
</tr>
</tbody>
</table>

### Minimum number of carports that must be van APSs:

<table>
<thead>
<tr>
<th>Calculation</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculated from above:</td>
<td>0</td>
</tr>
</tbody>
</table>

### Minimum number of garages that must be van APSs:

<table>
<thead>
<tr>
<th>Calculation</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculated from above:</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>M. Randall Porter</td>
<td>2/25/2020</td>
</tr>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
</tbody>
</table>

Wallace Architects, LLC

Firm Name (if applicable)
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:
https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

2/25/2020
Experience Certificate
February 21, 2017

Mr. J. Ryan Hamilton
3556 South Culpepper
Suite 4
Springfield, Missouri 65804

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Hamilton:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this
certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.

If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
2020 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided.

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Trinity Henderson Trails, LP</td>
<td>No</td>
</tr>
<tr>
<td>2. Trinity Henderson Trails GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Trinity Housing Development Texas, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>4. Trinity Housing Development, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>5. J. Ryan Hamilton</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>6. J. Douglas Hamilton</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>7. Michael K. Hamra</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>8. Janna Cormier Development Consulting, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>9. Janna Cormier</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant] 2-7-20 [Date] Its: [Manager] 2/5/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Trinity Housing Development Texas, LLC

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ennis Trails</td>
<td>3</td>
<td>Ennis</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Brenham Trails</td>
<td>8</td>
<td>Brenham</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Walnut Trails</td>
<td>12</td>
<td>San Angelo</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Ryan Hamilton 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)]

Trinity Housing Development Texas, LLC

Date: 2-1-20

2/5/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Trinity Housing Development, LLC

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☒ 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>Ennis Trails</td>
<td>3</td>
<td>Ennis</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Brenham Trails</td>
<td>8</td>
<td>Brenham</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Walnut Trails</td>
<td>12</td>
<td>San Angelo</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Ryan Hamilton 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)]  
Trinity Housing Development, LLC  
Date: 2-1-20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: 

J. Ryan Hamilton

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☒ a Developer for the Applicant for this specific Application

☐ an Affiliate to the Applicant

☒ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ennis Trails</td>
<td>3</td>
<td>Ennis</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Brenham Trails</td>
<td>8</td>
<td>Brenham</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Walnut Trails</td>
<td>12</td>
<td>San Angelo</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Ryan Hamilton 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: ____________________________  J. Ryan Hamilton  2-7-20

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date
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: J. Douglas Hamilton

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ennis Trails</td>
<td>3</td>
<td>Ennis</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Brannham Trails</td>
<td>8</td>
<td>Brenham</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Walnut Trails</td>
<td>12</td>
<td>San Angelo</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Ryan Hamilton 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)]

J. Douglas Hamilton

Printed Name

Date: 02-01-20

2/5/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Michael K. Hanra

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>East Trails</td>
<td>3</td>
<td>El Paso</td>
<td>80.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Henderson Towns</td>
<td>4</td>
<td>Henderson</td>
<td>80.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>80.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Eugene Trail</td>
<td>9</td>
<td>Bakersfield</td>
<td>80.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Walnut Trail</td>
<td>12</td>
<td>San Angelo</td>
<td>80.00%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Michael K. Hanra is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: Michael K. Hanra

Date: Feb 10, 2020

2/5/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Janna Cormier Development Consulting, LLC

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] 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>Ennis Trails</td>
<td>3</td>
<td>Ennis</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Brenham Trails</td>
<td>8</td>
<td>Brenham</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Walnut Trails</td>
<td>12</td>
<td>San Angelo</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

[Printed Name]

[Date] 2/10/2020

2/5/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Janna Carmier

Which is: 
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] 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>Ennis Trails</td>
<td>3</td>
<td>Ennis</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Brenham Trails</td>
<td>8</td>
<td>Brenham</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Walnut Trails</td>
<td>12</td>
<td>San Angelo</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Ryan Hamilton is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: Janna Carmier

Date: 2/10/2020

2/5/2020
2020 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#: 20216</th>
<th>Self Score Total: 132</th>
</tr>
</thead>
</table>

#### 1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

- Resolution(s) of either “no objection” or “support” is included behind this tab.**
  - City of Henderson
  - Name of Local Government Body
  - Name of Local Government Body (if applicable)
  - ** Note that resolutions are due February 28, 2020
  - Points Requested: 17

#### 2. Quantifiable Community Participation - §11.9(d)(4)

- Application expects to receive QCP points.
  - Points Requested: 0
  - ** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

#### 3. Input from State Representative - §11.9(d)(5)

- Letter of either support, neutrality, or opposition is included behind this tab.**
  - Points Requested: 0
- OR
  - Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
  - Points Requested: 8
  - ** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.

#### 4. Input from Community Organizations - §11.9(d)(6)

- Applicant has included one or more letters of support or opposition behind this tab.
  - Points Requested: 4
  - A. Henderson Food Bank
    - Name of Community Organization
    - April Stevens
    - Contact Name
    - x Support
    - [] Opposition
  - B. Rusk County Friends Helping Friends Prescription Assistance Program
    - Name of Community Organization
    - Roberta Vallantyne
    - Contact Name
    - x Support
    - [] Opposition
  - C. Christian Women’s Job Corps of Rusk County
    - Name of Community Organization
    - Christie Gambrell
    - Contact Name
    - x Support
    - [] Opposition
  - D. Henderson Area Chamber of Commerce
    - Name of Community Organization
    - Bonnie Geddie
    - Contact Name
    - x 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
CITY OF HENDERSON, TEXAS
RESOLUTION NO. 2020-02-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS REGARDING THE HENDERSON TRAILS DEVELOPMENT FOR SUPPORT

WHEREAS Trinity Henderson Trails, LP has proposed a development for affordable rental housing located on the east side of Hwy 79 at Pamela Street, named Henderson Trails in the City of Henderson; and

WHEREAS, there is a need for affordable housing for Henderson citizens of modest means, and

WHEREAS, Trinity Henderson Trails, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for Henderson Trails (TDHCA #20216), and

WHEREAS, Henderson Trails will be a 60 unit age-restricted development meaning all residents must be age 55 or older.

WHEREAS, The City, acting through its governing body, hereby approves a commitment to the Applicant of funding assistance in the amount of $250.00 in the form of a loan, grant, reduced fees or contribution of other value for the benefit of the Housing Community, which contribution is conditioned on an award of Housing Tax Credits to the Applicant

RESOLVED, that the City of Henderson hereby supports the proposed Henderson Trails and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov’t Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, Mayor John Fullen is hereby authorized, empowered, and directed to certify these resolutions to are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED by the City Council of the City of Henderson, Texas on the 11 day of February, 2020.

John Fullen, Mayor

ATTEST:

Cheryl Jemerson, City Secretary
2020 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701
Re: Community Support

Dear Director:

The purpose of this letter is to express our support for the Henderson Trails development, application number 20216. This TDHCA application is for the development of Henderson Trails in Henderson, Texas. This project will be located on the east side of US 79 at Pamela Street.

This property will provide safe and quality housing for the residents of Henderson, who will benefit from the vast amenities this property has to offer, including a happy and healthy living environment.

Thanks you,

April Stevens
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 19, 2020

HENDERSON FOOD BANK
PO BOX 2402
HENDERSON, TX 75653-2402

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 06-18-2001
Sales and use tax, as of 06-18-2001
   (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: 32003527598

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.
Henderson Food Pantry of Rusk County/ P.A.L.s Re-Sale Shop

About

FIND US

1708 Jacksonville Dr /PO Box 104
Henderson, Texas

Call (903) 657-8495

HOURS

Closed Now 9:00 AM - 1:00 PM

BUSINESS INFO

Business Details

Price Range $ 

Started in 1997

STORY

Our Story

We are a non-profit organization in Henderson Texas completely run off of volunteer work and your donations.

We take donations of Monetary any value is greatly appreciated, food and re-sale items; clothes, furniture, kitchen & household items, etc.

We hope you're as inspired by our people as we are.

https://www.facebook.com/pg/Henderson-Food-Pantry-of-Rusk-County-PALs-Re-Sale-Shop-360387794071288/about/?ref=page_internal
February 24, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Henderson Trails (TDHCA # 20216)

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 20216 (Henderson Trails) to be located on the east side of US 79 at Pamela Street.

Rusk County Friends Helping Friends 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]

Roberta Vallantyne CPhT
Director
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

RUSK COUNTY FRIENDS HELPING FRIENDS PRESCRIPTION A
713 N HIGH ST
HENDERSON, TX 75652-4605

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

  Franchise tax, as of 01-22-2004
  Sales and use tax, as of 01-22-2004
    (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: 13714881359

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.
Rusk County Friends Helping Friends

Address: 701 N High St Suite A
Henderson, TX - 75652
Phone: (903) 655-1300

In order to get more information on this clinic, click on the icons below. You may be required to join for free in order to access full contact information.

About Rusk County Friends Helping Friends

Rusk County Friends Helping Friends helps to provide access to prescription medicines for low income, uninsured, and underinsured individuals residing in Rusk County or who use a physician in this county.

Rusk County Friends Helping Friends Community Questionnaire
Texas Department of Housing and Community Affairs
Sharon Gamble
221 East 11th Street
Austin, TX 78701

February 20, 2020

Dear Ms. Gamble:

I was excited to learn of the possibility of senior housing for Henderson, Texas! At Christian Women’s Job Corps of Rusk County, we work with women of all ages and all walks of life. The lack of housing for seniors has long been a concern of ours. Affordable housing is Rusk County is scarce, and safe and affordable housing is especially a serious need for senior adults on a fixed income. During the last several months we have worked with two women who both ended up in housing in other communities. One of these women went to the Dallas area, and the other ended up in Nacogdoches- both away from friends and their support system. Rusk County is a rural community which is lacking in many resources, but it is home for many seniors, and they don’t need to be uprooted at this stage in their lives.

We strongly support the development of safe, quality housing for senior residents and are excited that Trinity Housing Development, application #20216, is willing to help meet this need through “Henderson Trails”. This project will be located on the east side of US 79 at Pamela Street.

Sincerely,

Christie Gambrell
Executive Director
Christian Women’s Job Corps of Rusk 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

CHRISTIAN WOMEN’S JOB CORPS OF RUSK COUNTY
PO BOX 1437
HENDERSON, TX 75653-1437

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 06-12-2002
Sales and use tax, as of 06-12-2002
  (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: 18205604731

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.
Christian Women’s Job Corps of Rusk County (CWJC)

equips women with life and employment skills within a
Christian environment.

**CWJC of Rusk County** is a 501c3 nonprofit, utilizing 75-100
volunteers each year, and networking with other
community organizations. If you are interested in giving
back to those within our community, come by for a visit,
call our office (903-655-1684), or email us
at cwjcofruskcounty@suddenlinkmail.com for further
information.

Christian Women’s Job Corps of Rusk County is funded by
donations from individuals, churches, community
organizations, and grants. We are proud of the support
of our local community.

Through more than 200 registered and certified CWJC® and CMJC™ sites across the nation, thousands of
women and men each year gain self-confidence, purpose, direction, and hope for their future. Each CWJC site
is totally responsible for its own funding.

We are proud to be community partners with United Way of Rusk County.
Classes and Enrollment

Located in a rural community, CWJC of Rusk County offers many services to help women succeed. Call us at 903-655-1684 for more details or to enroll.

Basic Life & Job Skills

These classes prepare women with life skills and job readiness skills. Classes are taught in eight-week blocks, fall and spring, **9:00am – 2:30 pm, Monday – Thursday**. Lunch is served daily at no cost.

**Classes begin Sept 16**

**Classes include:**

- Understanding Basic Personalities
- Healthy Relationships
- Anger & Stress Management
- Health and Nutrition
- Communication Skills
- Cultural Values
- Money Management
- Professional Preparation
- Basic Computer Skills
Literacy & High School Equivalency Program

In a rural county with no literacy council, CWJC of Rusk County offers women on-going tutoring in the areas of literacy and high school equivalency.

Tuesdays and Thursday Mornings 9:00-12:00 noon

Online work is also offered daily

English as a Second Language (ESL) Classes

ESL classes are targeted to the needs of Non-English speaking individuals. Fall and Spring classes are taught Monday- Thursday, 9:00 am- 12:00 noon, in blocks of 9-10 weeks. Two different classes are offered
2. On-Line and “Cloud” class

Tuesdays

1. Bible Study and Oral English
2. Crafts and “Hands On” Activities

Wednesdays

1. Phonics and Beginning English
2. Oral English
3. Higher Level ESL

Thursdays

1. English for Use in the Community
2. Reading and Writing
3. Higher Level ESL
Literacy & High School Equivalency Program

In a rural county with no literacy council, CWJC of Rusk County offers women on-going tutoring in the areas of literacy and high school equivalency.

Tuesdays and Thursday Mornings 9:00-12:00 noon

Online work is also offered daily

English as a Second Language (ESL) Classes

ESL classes are targeted to the needs of Non-English speaking individuals. Fall and Spring classes are taught Monday-Thursday, 9:00 am-12:00 noon, in blocks of 9-10 weeks. Two different classes are offered
2. On-Line and “Cloud” class

Tuesdays

1. Bible Study and Oral English
2. Crafts and “Hands On” Activities

Wednesdays

1. Phonics and Beginning English
2. Oral English
3. Higher Level ESL

Thursdays

1. English for Use in the Community
2. Reading and Writing
3. Higher Level ESL
Contact Us

210 N Sioux St
210 N Sioux St, Henderson, TX 75652

View larger map

Check with us on Facebook at CWJC of Rusk County for current happenings.

We are located at

210 N Sioux St
Henderson TX 75652

(Across from FBC Henderson and behind the Tax office)
February 19, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, Texas 78701

RE: Henderson Trails (TDHCA# 20216)

Dear Ms. Gamble,

I am writing this letter to voice our support for TDHCA Tax Credit Application #20216 for Henderson Trails, which is to be located on the east side of US Highway 79 South and Pamela Street.

The Henderson Area 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 our community. We know there is a need for housing that is affordable to the citizens of modest means in our community. We believe this development will help meet our needs and we support Henderson Trails.

Sincerely,

Bonnie Geddie
Executive Director
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 28, 2020

HENDERSON AREA CHAMBER OF COMMERCE
201 N MAIN ST
HENDERSON, TX 75652-3169

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 02-16-1946
- 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: 17503281002

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 exempt.orgs@cts

For more information, write to us at exempt.orgs@cts
February 2014

Early Voting
Starting 2/27/2020 8:00:00 AM
Through 2/27/2020 5:00:00 PM
Posted by Henderson Area Chamber of Commerce

Last Day for Early Voting
Starting 2/28/2020 8:00:00 AM
Through 2/28/2020 5:00:00 PM
Posted by Henderson Area Chamber of Commerce

51st Annual Rusk County Youth Project Show @ Rusk County Expo Center-3303 FM 13 West
Starting 2/28/2020 6:00:00 PM
Through 2/28/2020 9:00:00 PM
Posted by Henderson Area Chamber of Commerce

Henderson Civic Theatre-"Our Town" @ 122 East Main
Starting 2/28/2020 7:30:00 PM
Through 2/28/2020 9:00:00 PM
Posted by Henderson Area Chamber of Commerce

51st Annual Rusk County Youth Project Show @ Rusk County Expo Center-3303 FM 13 W
Starting 2/29/2020 6:00:00 PM
Through 2/29/2020 9:00:00 PM
Posted by Henderson Area Chamber of Commerce

Henderson Civic Theatre-"Our Town" @ 122 East Main
Starting 2/29/2020 7:30:00 PM
Through 2/29/2020 9:00:00 PM
Posted by Henderson Area Chamber of Commerce
Member 2 Member Discount Card Participants
The following Chamber Members are participating in our new Member 2 Member Discount Card Program. The participating business will have a Sign that states they "Honor the Discount" Card. (more) 

Like 2 people like this. Sign Up to see what your friends like.

6th Annual Clay Shoot Tournament
SAVE THE DATE FOR OUR 6TH ANNUAL CLAY SHOOT
LOCATION: PRAIRIE CREEK SPORTING CLAYS
15250 CR 3111 GUADEWATER, TEXAS
REGISTRATION BEGINS AT 8 A.M. ... (more)

Like Sign Up to see what your friends like.

Leadership Class Application Now Available
The new 2020 Leadership Henderson class is already forming. Now is the time to apply for your spot in this exciting and educational experience. Simply download the (more).

Like 4 people like this. Sign Up to see what your friends like.

Valedictorian & Salutatorian Reception
2020 HTC
Full Application

Part 7 Tab 47

Third Party Reports
### Required Third Party Reports

ALL third-party reports must include the following statement:

"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

<table>
<thead>
<tr>
<th>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Professional Service Industries (PSI)</td>
<td>Date of Report: 2/20/2020</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>X Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
<td></td>
</tr>
<tr>
<td>X If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.</td>
<td></td>
</tr>
<tr>
<td>□ Development is funded by USDA and is not required to supply an ESA.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Environmental Clearance (Direct Loan applications only)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

| □ Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab. |  |
| □ Applicant has submitted an environmental packet to TDHCA and clearance is pending. |  |
| □ Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. |  |
| [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm) |  |
| □ A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following: |  |
| Name of Firm: NA |  |
| Contact Person: |  |
| Contact Telephone: | Email: |

<table>
<thead>
<tr>
<th>3. Primary Market Area Map</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
<td></td>
</tr>
<tr>
<td>Prepared by: Affordable Housing Analysts</td>
<td>Date of Report: TBD</td>
</tr>
<tr>
<td>Development Site Location:</td>
<td></td>
</tr>
<tr>
<td>Longitude: -94.793174</td>
<td>Latitude: 32.141983</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Scope and Cost Review (SCR) (formerly PCA)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: NA</td>
<td>Date of Report:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Appraisal</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: NA</td>
<td>Date of Report:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Feasibility Report</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Carlson Consulting Engineers Inc</td>
<td>Date of Report: 2/21/2020</td>
</tr>
</tbody>
</table>

2/25/2020
2020 HTC
Full Application

Part 7 Tab 47

ESA Statement
Henderson Trails
Additional ESA Certification

Per the ESA prepared for Henderson Trails, Trinity Henderson Trails, LP certifies that it will comply with any and all recommendations made by the ESA provider.

J. Ryan Hamilton

2-7-20
date
Geographies Selected:

<table>
<thead>
<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>48401950100</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Tatum CCD</td>
</tr>
<tr>
<td>48401950200</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Kilgore CCD</td>
</tr>
<tr>
<td>48401950300</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Kilgore CCD</td>
</tr>
<tr>
<td>48401950400</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Overton CCD</td>
</tr>
<tr>
<td>48401950501</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Henderson CCD</td>
</tr>
<tr>
<td>48401950502</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Henderson CCD</td>
</tr>
<tr>
<td>48401950600</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Pinehill CCD</td>
</tr>
<tr>
<td>48401950700</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Henderson CCD</td>
</tr>
<tr>
<td>48401950800</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Henderson CCD</td>
</tr>
<tr>
<td>48401950900</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Henderson CCD</td>
</tr>
<tr>
<td>48401951000</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Price-Turnertown CCD</td>
</tr>
<tr>
<td>48401951100</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Laneville CCD</td>
</tr>
<tr>
<td>48401951200</td>
<td>Texas</td>
<td>Rusk County</td>
<td>Mount Enterprise CCD</td>
</tr>
</tbody>
</table>
2020 HTC
Full Application
Part 8 Tab 48
Tie-Breaker Information
### Tie-Breaker Information

**Tie-Breaker #1 (10 TAC §11.7(1))**

Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th></th>
<th>Poverty Rate = 16.9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Poverty Rate is less than 17.0341.</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th></th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Poverty Rate is less than 32.0341.</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th></th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Poverty Rate is less than 22.0341.</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rent Burden Rank = **3227** (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: **-94.793174**
- Development Latitude: **32.141983**
- Target Population: **Elderly**
- Closest Development serving same Population: **TRM Senior Apartments**
- Application Number: **15237-1**
- Address: **815 S. Athena, Troup**
- Year of Award: **2015**

2/25/2020
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
**20216 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.**

**Liz Cline**<liz.cline@tdhca.state.tx.us>  
To: "mfogel@trinityhousingdevelopment.com" <mfogel@trinityhousingdevelopment.com>, Alyssa Carpenter <ajcarpen@gmail.com>  
Mon, Apr 20, 2020 at 7:30 AM

In the course of the Department’s Housing Tax Credit **Eligibility/Selection/Threshold** and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Title Commitment: One of the names of the seller stated on the title commitment differs from the site control. Confirm whether “Nancy McNee Newell” or “Nancy Lee McNee Combs” are one in the same or correct/revise the appropriate exhibit.

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 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.
About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3227
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).

Let us know how we are doing! Take the 2020 TDHCA Customer Service Survey here:
https://www.surveymonkey.com/r/TDHCAsurvey2020
#20216 Henderson Trails

Full Application Deficiency Response 04-22-20

1. Please see the attached email from the title company confirming that Nancy McNee Newell and Nancy Lee McNee Combs are one in the same.
Good afternoon Michael~

According to the attached documents, variations of Nancy’s name are referenced in the following manner:

- Contract of Sale reflects: Nancy McNee Newell
- Title vested as: Nancy Lee McNee Combs
- Probate reflects: Nancy McNee Combs a/k/a Nancy McNee Newell, as Affiant;
  and Nancy McNee Combs Newell, as Administratrix

It appears that she is one in the same as all of these variations. We can obtain a Name Affidavit at closing if necessary.

Suzie Medford
Escrow Officer | Austin Commercial Division
C: 817-999-4468
smedford@protitletx.com

COVID-19 UPDATE: PROVIDENCE TITLE IS STILL OPEN FOR BUSINESS and all services are available, as we are an “essential business” under the Financial Services sector. While continuing to offer the same great level of service, please be aware that some procedures have changed in order to provide for the health and safety of our team members, customers, and partners. IMPORTANT: Providence Title locations may only be available by appointment. The use of Mobile Notary Signings, Remote Online Notary (RON), Electronic Signing and various other options for closings may be available.

BEWARE OF CYBER-FRAUD

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.

Please be advised that wiring instructions may also be confirmed or provided in person at your local Providence Title branch.

This communication, including attachments, is for the exclusive use of addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return email and delete this communication and destroy all copies.
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
RE: 2020 Competitive Housing Tax Credit (HTC) Application for Henderson Trails, TDHCA Number: 20216

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(e)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Page 2 of Final Scoring Notice: 20216, Henderson Trails

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): 132
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 132
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): 165

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, June 23, 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 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