2020 Multifamily Uniform Application

REVISED January 23, 2020
2020 Multifamily Uniform Application Certification

Development Name: Somerville Estates

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

Somerville Senior Housing, LP

Applicant Entity Name

By:

Signature of Authorized Representative
Ryan Hudspeth

Printed Name
Manager

Title
2-20-20

Date

Sworn to and subscribed before me on the 20th day of February, 2020, by Ryan Hudspeth

(Personalized Seal)

PAMELA J. MILLER
Notary Public
State of Oklahoma
Commission #19000235 Exp: 01/08/23
Notary Public Signature

Notary Public, State of Oklahoma

County of

My Commission Expires:
2-20-20

Date

2/20/2020
<table>
<thead>
<tr>
<th>Development Name:</th>
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<td>4% Housing Tax Credit/Bond Application Filing</td>
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**Lottery Application**

For Applicants who participated in the TBRB lottery for private activity bond volume cap and the lottery results indicated the application will be prioritized for a Certificate of Reservation to be issued in January 2020, the Applicant has submitted the Notice to Submit Lottery Application form to the Department on or before December 6, 2019. The complete Application, including all required Third Party Reports, accompanied by the Application Fee described in §11.901 of the QAP will be submitted no later than December 13, 2019 in accordance with §11.2(b) of the QAP.

**Non-Lottery Application**

**Priority 1 or 2 Application with advance notice of a Certificate of Reservation:**

Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.

**Priority 3 Application**

Application will not be accepted until after the TBRB has issued a Certificate of Reservation and may be submitted on the fifth day of the month. Priority 3 Application submissions must be complete, including all Third Party Reports and the required Application Fee described in §11.901 of the QAP, before they will be considered accepted by the Department and meeting the submission deadline for the applicable Board meeting date. A copy of the Certificate of Reservation or email from TBRB indicating the Reservation has been issued must be submitted with the Payment Receipt.

Applicant is unable to obtain a Certificate of Reservation, as of November 15, 2020, from the current program year.

Submit a complete Application without a bond reservation, provided that, a copy of the inducement resolution is included in the Application, and a Certificate of Reservation is issued as soon as possible by BRB staff in January 2021. The determination as to whether a 2020 Application can be submitted and supplemented with 2021 forms and certifications, will be at the discretion of staff. Applicants are encouraged to communicate with staff any issues and timing considerations unique to a Development as early in the process as possible.

An Inducement Resolution has been approved by the Bond Issuer and a copy is provided here or behind Tab 8.

See Board Meeting and Corresponding Submission Dates on Next Page

**Board Meeting and Corresponding Submission Dates.** *(Note: The Department will require at least 90 days to review an Application. The Application will be subject to the review priority established under §11.201(6) of the QAP).*

2/28/2020
<table>
<thead>
<tr>
<th><strong>Complete Application Due Date:</strong></th>
<th><strong>Targeted Board Meeting Date:</strong></th>
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<tr>
<td>☐ December 13, 2019*</td>
<td>☐ March 19, 2020</td>
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<td>☐ January 6, 2020</td>
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<td>☐ February, 2021**</td>
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<tr>
<td>☐ December 7, 2020</td>
<td>☐ March, 2021**</td>
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*Lottery Application Submission Date Only.

**The TDHCA Board Meeting dates for 2021 have not been finalized and will be updated once available."
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

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

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

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

10 TAC §11.202(1)(N) - Voluntary Compliance Agreement

(or any similar agreement resulting from negotiations regarding noncompliance)

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

Submit documentation regarding any disclosures behind this Tab.

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

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

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

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

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

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

All representations, undertakings and commitments made by Applicant in the Application process expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall be enforceable even
if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and the residents of the Development, including enforcement by administrative penalties for failure to perform (consistent with Chapter 2, Subchapter C of the title relating to Administrative Penalties), in accordance with the Land Use Restriction Agreement.

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

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

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

All Applications proposing Rehabilitation (including Reconstruction unless otherwise provided for in 10 TAC Chapter 11) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

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

The Development will operate in accordance with the applicable compliance monitoring requirements found in 10 TAC Chapter 10, Subchapters F and G.

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ within 300 feet of junkyards
within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

within 300 feet of a sexually-oriented business

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

within 500 feet of active railroad tracks

within 500 feet of heavy industry

within 10 miles of a nuclear plant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ryan Hudspeth

Printed Name

Manager

Title

2-20-20

Date

THE STATE OF Oklahoma

COUNTY OF Oklahoma

Before me, a notary public, on this day personally appeared Ryan Hudspeth, 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 20th day of February, 2020

PAMELA J. MILLER  
Notary Public  
State of Oklahoma  
Commission #19000235 Exp: 01/08/23

(Seal)

PAMELA J. MILLER  
Notary Public  
State of Oklahoma  
Commission #19000235 Exp: 01/08/23

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

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

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

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

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

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

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

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

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

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

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

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

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

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been convicted of a state or federal felony crime involving fraud, bribery, theft,
misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within 15 years preceding the Application submission.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party, at the time of Application, are not subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not represented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

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

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the 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

Ryan Hudspeth

Printed Name

Manager

Title

2-20-20

Date

THE STATE OF Oklahoma §

COUNTY OF Oklahoma §

Before me, a notary public, on this day personally appeared Ryan Hudspeth, 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 20th day of February, 2020

(Seal)

PAMELA J. MILLER
Notary Public
State of Oklahoma
Commission #19000235 Exp: 01/08/23

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Derrick Hamilton

Printed Name

Manager

Title

2-20-20

Date

THE STATE OF Oklahoma §

COUNTY OF Oklahoma §

Before me, a notary public, on this day personally appeared Derrick 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 20th day of February, 2020

(Seal)

PAMELA J. MILLER
Notary Public
State of Oklahoma
Commission #19000235, Exp: 01/30/23

Notary Public Signature
By:

Signature of Authorized Representative

Shawn Smith

Printed Name

Manager

Title

2-20-20

Date

THE STATE OF Oklahoma §

COUNTY OF Oklahoma §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of February, 2020

(Seal)

PAMELA J. MILLER
Notary Public
State of Oklahoma
Commission #19000235 Exp: 01/08/23

Pamela J. Miller
Notary Public Signature
By:  

Signature of Authorized Representative

Johnny McClain

Printed Name

Member

Title

February 27, 2020

Date

THE STATE OF Oklahoma

$§

COUNTY OF Oklahoma

$§

Before me, a notary public, on this day personally appeared Johnny McClain, 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 27th day of February, 2020

(Seal)

PAMELA J. MILLER
Notary Public
State of Oklahoma
Commission #18000235 Exp: 01/08/23

Notary Public Signature
Multifamily Direct Loan Certification (10 TAC Chapter 13)

Multifamily Direct Loan Certification is included behind this tab.

Multifamily Direct Loan Certification is not applicable to this Application.

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

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

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

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corey Farmer</td>
<td>(405) 604-5074</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:cfarmer@belmontdev.com">cfarmer@belmontdev.com</a></td>
<td>(918) 706-4334</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>222 E. Main St., First Floor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oklahoma City</td>
<td></td>
<td>OK</td>
<td>73104</td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shawn Smith</td>
<td>(405) 604-5074</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ssmith@belmontdev.com">ssmith@belmontdev.com</a></td>
<td>(405) 401-5742</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

2/28/2020
# Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

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

## Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total**: 16

## Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>0</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>2</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>
</tbody>
</table>

**Serves and Support Texans Most in Need Total**: 43

## Criteria Promoting Community Support and Engagement

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

**Community Support and Engagement Total**: 11

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

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

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

## Total Application Self Score

**Total Application Self Score**: 123
### Multifamily Direct Loan Self-Score-10 TAC §13.6

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.

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>10 TAC Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subsidy Per Unit</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Rent Levels of Residents</strong></td>
<td>§13.6(5)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Resident Services</strong></td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td><strong>Opportunity Index</strong></td>
<td>§11.9(c)(4)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Underserved Area</strong></td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>15</td>
</tr>
</tbody>
</table>
| **Tiebreaker** | §13.6(6) | 0%

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
### Site Information Form Part I

<table>
<thead>
<tr>
<th>1. Development Address (All Programs)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
<td></td>
</tr>
<tr>
<td>785 3rd Street</td>
<td></td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>Somerville</td>
</tr>
<tr>
<td><strong>Region</strong></td>
<td>Rural</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Census Tract Information (All Programs)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>11-digit Census Tract Number</strong></td>
<td>48051970500</td>
</tr>
<tr>
<td><strong>No Quartile:</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Median Household Income:</strong></td>
<td>44523</td>
</tr>
<tr>
<td><strong>Quartile:</strong></td>
<td>3q</td>
</tr>
<tr>
<td><strong>Poverty Rate:</strong></td>
<td>20.6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.</strong></td>
<td></td>
</tr>
<tr>
<td>X <strong>Twice the State Average Per Capita.</strong> 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))</td>
<td></td>
</tr>
<tr>
<td>X <strong>One Mile Three Year Rule.</strong> 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).</td>
<td></td>
</tr>
<tr>
<td>X <strong>Limitations on Developments in Certain Census Tracts.</strong> 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))</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X The Development Site is not located in a county with a population that exceeds one million.</td>
<td></td>
</tr>
<tr>
<td>The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Development Site is not located in a county with a population less than one million.</td>
<td></td>
</tr>
<tr>
<td>X The site is located in a county with a population less than one million and is not contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.</td>
<td></td>
</tr>
<tr>
<td>X The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X The Application is USDA or At-Risk, or is in a Rural Subregion.</td>
<td></td>
</tr>
<tr>
<td>The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Site is appropriately zoned?</td>
<td>Yes</td>
</tr>
<tr>
<td>Zoning Designation:</td>
<td>RS-1 Residential</td>
</tr>
<tr>
<td>Flood Zone Designation:</td>
<td>Zone X</td>
</tr>
<tr>
<td>Entire Development Site is outside the 100 year floodplain.</td>
<td>Yes</td>
</tr>
<tr>
<td>Farmland Designation (To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Self Score Total: 123

2/28/2020
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>Somerville EL</td>
<td>EE X through X</td>
<td>6 MS F</td>
</tr>
<tr>
<td>Somerville HS</td>
<td>7 through</td>
<td>12 MS D</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)]

- X Applicant is required to enter school rating information above, but no disclosure is required.
- X 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.
Supporting Documentation for the Site Information Form Part I

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

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

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

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

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

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

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

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

2/28/2020
Site and Neighborhood Standards (New Construction Direct Loan Only)

☐ Statement regarding promoting housing choice explains **HOW** the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.

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

Educational Quality (all Applications)

☐ School Attendance Zone Map with Development labeled;

☐ 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.
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.
February 13, 2020

Corey Farmer
222 E. Main St., First Floor
Oklahoma City, OK

Dear Mr. Farmer,

This letter is being provided to confirm the appropriate zoning designation for the proposed Somerville Estates development (currently dba Somerville Plaza) located at 785 3rd St., Somerville, TX 77879.

The above described development is designated currently as RS-1 Residential that includes Multifamily. This zoning is appropriate for its continued intended use as a multifamily apartment community.

Regards,

Danny Segundo
City Administrator
City of Somerville
This map complies with FEMA’s standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA’s basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/26/2020 at 6:28:36 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
School District Locator with Web AppBuilder for ArcGIS

785 3rd St, Somerville, TX, X

Show search results for 785 3r...
HOW WELL DID THIS SCHOOL PERFORM OVERALL?

SCHOOL OVERVIEW 2018-19

F

50 out of 100

This shows how well this school prepared students for success, both in school and after high school in college, a career, or the military.

Tell Me More

CHANGE OVER TIME

2017-18

Met Standard

65 out of 100

2018-19

F

50 out of 100

This shows how overall performance at the school has changed over time.
HOW WELL DID THIS SCHOOL PERFORM OVERALL?

SCHOOL OVERVIEW 2018-19

64 out of 100

This shows how well this school prepared students for success, both in school and after high school in college, a career, or the military.

Tell Me More

CHANGE OVER TIME

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<th>2017-18</th>
<th>2018-19</th>
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<td>Met Standard</td>
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<tr>
<td>67 out of 100</td>
<td>64 out of 100</td>
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</tbody>
</table>

This shows how overall performance at the school has changed over time.
Part 1 entries are related to Concerted Revitalization Plan and Opportunity Index points are not requested.

If yes, skip down to select amenities under Urban or Rural, as applicable.

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

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

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

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

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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.

| full service grocery store (1 point)(4 miles) | outdoor recreation facility available to public (1 point)(3 miles) |
| pharmacy (1 point)(4 miles) | |
| health-related facility (1 point)(4 miles) | |
| public park w/playground (1 point)(4 miles) | |
| university or community college (1 point)(15 miles) | |
| indoor recreation facility available to public (1 point) | |

- 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.

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<thead>
<tr>
<th>Application is seeking points for Opportunity Index.</th>
<th>Total Points Claimed: 0</th>
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<td>If necessary, provide a brief summary of how the Development Site is justifying the points selected:</td>
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2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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

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

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

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

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

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

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

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

- An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

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)  **OR**

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

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

Application is seeking points for Proximity to Job Areas. **Total Points Claimed:** 0

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2/28/2020
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

   | Region: 8 Rural |  
   | Yes Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points) |  
   | X No points were claimed for Opportunity Index. |  
   | X Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet. |  
   | X The CRP Packet has been completed **and is included behind Tab 10**. |  

   **Application is seeking points for Concerted Revitalization.**  
   **Total Points Claimed:** 7

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

   | Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3). (10 points) |  

   **Application is seeking points for Declared Disaster Area.**  
   **Total Points Claimed:** 10

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

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

   **Application is seeking points for Readiness to Proceed.**  
   **Total Points Claimed:** 0

2/28/2020
## Supporting Documentation for the Site Information Form Part II

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

### Evidence of Underserved Area (Competitive HTC and Direct Loan Only)

#### For 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.

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

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Proximity to Job Areas (Competitive HTC Only)

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

OR

Proximity to Jobs

- US Census’ OnTheMap report, the 2017 data set, indicating date data was retrieved is as of October 1st but before Pre-Application Final Delivery Date. (See the 2020 Application Manual for directions)

Concerted Revitalization Plan (Competitive HTC Only)

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

Declared Disaster Area: (Competitive HTC Only)

- The county in which the Development Site is located is listed on the 2020 List of Declared Disaster Areas (no further documentation is required).

  The List of Declared Disaster Areas is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

- Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at any time within the two-year period preceding the date of Application submission.

Readiness to Proceed (Competitive HTC Only)

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

  - Certification regarding closing deadline
  - Acknowledgement(s) of closing deadline from lenders and syndicator
  - Certification regarding construction contract signing deadline
  - Evidence that appropriate zoning will be in place at award (July 23, 2020).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.
**Concerted Revitalization Plan ("CRP") Application Packet**

The purpose of the packet is to formalize the process by which Concerted Revitalization Plans ("CRP") are described and submitted pursuant to 10 TAC §11.9(d)(7) of the Qualified Allocation Plan ("QAP"). The CRP and all supporting documentation must be uploaded to the Department's ServU system along with this packet, as a separate document from the Application. Refer to the Multifamily Programs Procedures Manual posted at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm) for an explanation of the process to set-up a Serv-U Account if needed.

Application #20217 Development Name Somerville Estates

Development City Somerville Development County Burleson

☒ The Application claims no points under 10 TAC §11.9(c)(4) related to Opportunity Index.

My Development Site is located in an area that is:

☐ Urban
☒ Rural (skip to page 4 of the packet)

☐ My Development Site is located in a distinct area known locally as (or named by the CRP as) _____ that is larger than the assisted housing footprint.

☐ This packet includes a description of the area targeted for revitalization, including common attributes and problems, which can be found at (document name, page number(s), etc) _____.

☐ This packet includes a description of how this area was once vital and how it has lapsed into a condition requiring concerted revitalization, which can be found at (document name, page number(s), etc) _____.

☐ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):

    _____
    _____

☒ The document(s) is included in its entirety.

☐ The document(s) can be found online at _____.

**NOTE:** Per the requirements of 10 TAC §11.9(d)(7)(A)(ii), a plan may consist of one or multiple, but complementary, local planning documents that together create a cohesive agenda for the plan's specific area. **No more than two (2) local plans may be submitted for each proposed Development.** A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements, unless evidence is presented that additional efforts have been undertaken to meet the requirements in the QAP. The concerted revitalization plan may be a Tax Increment Reinvestment Zone ("TIRZ") or Tax Increment Finance ("TIF") or similar plan. A city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.
The URBAN CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(A)(iii)(I-IV):

1. The concerted revitalization plan, or each of the local planning documents that compose the plan, must have been adopted by the municipality or county in which the Development Site is located.
   - This packet includes the resolution(s) adopting the plan or local planning documents that compose the plan; or
   - This packet includes the resolution(s) of delegation and other evidence in the form of certifications by authorized persons confirming the adoption of the plan(s) and budget(s).

2. The problems in the revitalization area must be identified through a process in which affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. A description of eligible problems for a CRP are found at 10 TAC §11.9(d)(7)(A)(iii)(II)(a) through (c).
   - A description of the process for public input on the problems in the plan can be found at (document name, page number(s), etc) ____.
   - A description of the problems identified by the process can be found at (document name, page number(s), etc) ____.
   - A description of how the process determined how the problems should be addressed and prioritized can be found at (document name, page number(s), etc) ____.

3. The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.
   - A description of the goals of the plan can be found at (document name, page number(s), etc) ____.
   - A description of the plan's timetable can be found at (document name, page number(s), etc) ____.
   - A description of sufficient, documented and committed funding for the plan can be found at (document name, page number(s), etc) ____ , which documents at least $_____ in funding for the plan.
   - Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc) ____.

4. The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.
   - The plan is current at the time of Application, and the effective period for the plan is ____ and can be found at (document name, page number(s), etc) ____; or
   - Evidence that the work to address problems in the plan has begun can be found at (document name, page number(s), etc) ____; AND.
   - Confirmation from a public official that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles can be found at (document name, page number(s), etc) ____.

Provide any comments or additional information in the box below, if applicable.
**URBAN CRP Requested Scoring.** Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive four (4) points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing.
   - A letter from a public official is included in this packet (an adopted resolution may be submitted in place of a letter).

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   - An adopted resolution from the city of _____ is included in this packet (a letter MAY NOT be submitted in place of a resolution).
   - An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution).

   **NOTE:** A municipality or county may only identify one Development per CRP area during each Application Round for the additional points under this subclause, unless the concerted revitalization plan includes more than one distinct area within the city or county, in which case a resolution may be provided for each Development in its respective area. The resolution from the Governing Body of the municipality or county that approved the plan is required to be submitted in the Application. If multiple Applications submit resolutions under this subclause from the same Governing Body for the same CRP area, none of the Applications shall be eligible for the additional points, unless the resolutions address the respective and distinct areas described in the plan.

3. Applications will receive (1) point in addition to those under 1. and 2. above if the development is in a location that would score at least 4 points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   - Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(i) of the QAP.
   - A map showing the Development Site, location of and distance to the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

Provide any comments or additional information in the box below, if applicable.
Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive 4 points for the Rehabilitation or demolition and Reconstruction of a development in a rural area that has been leased at 85% or greater for the six months preceding Application by low income households and which was initially constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, the HOME program, or the CDBG program.
   - The Application proposes Rehabilitation; or
   - The Application proposes demolition and Reconstruction; and
   - Evidence that the development has been leased at 85% or greater for the six months preceding Application by low income households can be found at (document name, page number(s), etc) Vacancy List Report; and
   - Evidence that the development was initially constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, the HOME program, or the CDBG program can be found at (document name, page number(s), etc) Somerville RD Loan Agreement.

   **Note:** The occupancy percentage will not include Units that cannot be occupied due to needed repairs, as confirmed by the PCA or CNA. Demolition and relocation of units must be determined locally to be necessary to comply with the Affirmatively Furthering Fair Housing Rule, or if necessary to create an acceptable distance from Undesirable Site Features or Neighborhood Risk Factors.

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality (or county if the Development Site is completely outside of a city) as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   - An adopted resolution from the city of Somerville is included in this packet (a letter MAY NOT be submitted in place of a resolution); or
   - An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution);

   **Note:** Where a Development Site crosses jurisdictional boundaries, resolutions from all applicable governing bodies must be submitted. A municipality or county may only identify one single Development during each Application Round for each specific area to be eligible for the additional points under this subclause. If multiple Applications submit resolutions under this subclause from the same Governing Body for a specific area described in the plan, none of the Applications shall be eligible for the additional points.

3. Applications may receive (1) additional point if the development is in a location that would score at least five (5) points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   - Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(iii) of the QAP.
   - A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

| full service grocery store (1 point)(4 miles) | outdoor recreation facility available to public (1 point) (3 miles) |
| pharmacy (1 point)(4 miles) |  |
| health-related facility (1 point)(4 miles) |  |
| public park w/playground (1 point)(4 miles) |  |
| university or community college (1 point)(15 miles) |  |
| indoor recreation facility available to public (1 point)(3 miles) |  |

Provide any comments or additional information in the box below, if applicable.
LOAN AGREEMENT

☐ RRH Loan to a Partnership Operating on a Profit Basis
☒ RRH Loan to a Limited Partnership Operating on a Profit Basis
☐ RRH Loan to a Partnership Operating on a Limited Profit Basis
☐ RRH Loan to a Limited Partnership Operating on a Limited Profit Basis

1. Parties and Terms Defined. This agreement dated July 30, 1993 of the Somerville Plaza, LTD., a Partnership, duly organized and operating under Tex. Ltd. Partnership Act, herein called “Partnership”, whose post office address is P.O. Box 187, Prairie View, TX 77446, with the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called the “Government”, is made in consideration of a loan, herein called “the loan”, to Partnership in the amount of $37,000.00 made or insured, or to be made or insured, by the Government pursuant to sections 515(b) of the Housing Act of 1949 to build a 24 unit RRH elderly project. The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by the Government in rural areas. Such housing and facilities and the land constituting the site as herein called “the housing”. The indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and related agreement are herein called the “loan obligations”.

2. Execution of Loan Instruments. To evidence the loan the Partnership shall issue a promissory note (herein referred to as “the note”), signed by the General Partner(s) ________________ for the amount of the loan, payable in installments over a period of ________________ years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the note or any indemnity or other agreement required by the Government, General Partner(s) ________________ to execute a real estate security instrument giving a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the rents and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms and conditions prescribed by the Government. The General Partner(s) ________________ are to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan. The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement are herein called the “loan obligation”.

3. Equal Opportunity and Nondiscrimination Provisions. The Partnership will execute (a) any undertakings and agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988 related to Fair Housing regarding nondiscrimination in the use and occupancy of housing, (b) Farmers Home Administration Form FmHA 400-1 entitled “Equal Opportunity Agreement,” including an “Equal Opportunity Clause” to be incorporated in or attached to each construction contract the amount of which exceeds $10,000 and any part of which is paid with funds from the loan, and (c) Farmers Home Administration Form FmHA 400-4, entitled “Assurance Agreement (Under Title VI, Civil Rights Act of 1964)”, a copy of which is attached hereto and made a part thereof and any other undertakings and agreements required by the Government pursuant to lawful authority.

$18,600.00 + $3,000.00 to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any disbursement of interim loan funds or any FmHA loan funds.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Office, OFR, Room 411-W, Washington, D.C. 20250 and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0047), Washington, D.C. 20503.
5. **Accounts for Housing Operations and Loan Servicing.** The Partnership shall establish on its books the following accounts, which shall be maintained in accordance with FmHA Regulation 7 CFR Part 1930-C so long as the loan obligations remain unsatisfied: A General Fund Account, a Tax and Insurance Escrow Account, a Security Deposit Account and a Reserve Account.

   a. **General Operating Account.** By the time the Farmers Home Administration loan is closed or interim funds are obtained to precipitate the necessity for multiple advances of Farmers Home Administration loan funds, whenever that occurs first, the Partnership shall provide cash from the Borrower's own funds, a letter of credit, or a combination of $12,400.00 + the two in an amount totaling $2,000.00. Any cash will have been deposited in the General Operating Account and any letter of credit supplied to the FmHA District Office. Use and maintenance of a letter of credit will be in accordance with FmHA Regulation 7 CFR 1930-C.

   b. **Reserve Account.** Transfers at a rate not less than $970.00 + $6,014.00 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of $9,700.00 or such higher amount later agreed to with FmHA and shall be resumed at any time when necessary, because of disbursements from the Reserve Account to restore it to said sum. Withdrawal and use of funds deposited to this account will be in accordance with FmHA Regulation 7 CFR 1930-C. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership.

To pay dividends to the partners of up to 8 percent per annum of borrower's initial investment of $18,600.00 and $3,000.00, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 5b to be accumulated by that time, and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

To pay dividends to the partners or for any other purpose desired by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 5b to be accumulated by that time and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

6. **Regulatory Covenants.** So long as the loan obligations remain unsatisfied, the Partnership shall comply with all appropriate FmHA regulations and shall:

   a. **Imose and collect such fees, assessments, rents, and charges that the income of the housing will be sufficient at all times for operation and maintenance of the housing, payments on the loan obligations, and maintenance of the accounts herein provided for.**

   b. **Maintain complete books and records relating to the housing’s financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.**

   c. **If required or permitted by the Government, revise the account herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan obligations, and submit regular and special reports concerning the housing or financial affairs.**

   d. **Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.**

   e. **Unless the Government gives prior consent:**

      (1) **Not use the housing for any purpose other than as rental housing and related facilities for eligible occupants.**

      (2) **Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan obligations.**
(3) Not change the membership by either the admission or withdrawal of any general partner(s) nor permit general partner(s) to maintain less than an aggregate of 5 percent, financial interest in the organization nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

(4) Not borrow any money, nor incur any liability aside from current expenses as defined in section 7 which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per FmHA Regulation 7 CFR Part 1930-C to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Partnership's operations or affairs which may affect the housing, the loan obligations, or the security.

k. If return on investment for any year exceeds 8 percent per annum of borrower's initial investment of $16,600.00 and $3,000.00, the Government may require that the borrower reduce rents the following year and/or refund the excess return on investment to the tenants or use said excess in a manner that will best benefit the tenants.


a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by it in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment or amounts due on the loan obligations. In the event of such failure, the Government at its option may declare the entire amount of the loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership, after this agreement becomes contractually binding, to any extent such provisions could legally have been foregone or agreed to in amended form, by the Government initially.

d. Any notice, consent, approval, waiver, or agreement must be in writing.

e. This Loan Agreement shall be subject to the present regulations of the Farmers Home Administration and to its future regulations and provisions hereof.

f. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of July 30, 1993.
The Partnership does hereby assume all covenants, responsibilities and obligations of Somerville Plaza, LTD., under the terms of the Loan Agreement dated July 9, 1990. It is further specifically agreed and understood by Partnership that this Loan Agreement of July 30, 1993 is in addition to and in amendment of the Loan Agreement dated July 9, 1990.

By: Somerville Plaza, LTD., A Texas limited partnership.

By: Donald W. Sowell, General Partner
RESOLUTION NO. R20-001

BY THE CITY OF SOMERVILLE

WHEREAS, Somerville Senior Housing, LP has proposed to acquire and substantially rehabilitate an affordable rental housing development located at 785 3rd Street, Somerville, TX 77879 currently operating as Somerville Plaza Apartments, and

WHEREAS, as part of the rehabilitation process, Somerville Senior Housing, LP intends to change the name of the development to Somerville Estates, and

WHEREAS, Somerville Senior Housing, LP has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits to assist in the financing for Somerville Estates.

IT IS HEREBY RESOLVED, that the City of Somerville, acting through its governing body, hereby confirms that it supports the proposed Somerville Estates development located at 785 3rd Street, Somerville, TX 77879 and that this formal action has been taken to put on record the opinion expressed by the City of Somerville on February 11, 2020, and

BE IT FURTHER RESOLVED, that the City of Somerville, acting through its governing body, hereby confirms that the Somerville Estates development located at 785 3rd Street, Somerville, TX 77879, as proposed, contributes more than any other Development to the concerted revitalization efforts of the City of Somerville and that this formal action has been taken to put on record the opinion expressed by the City of Somerville on February 11, 2020, and

BE IT FURTHER RESOLVED that for and on behalf of the Governing Body, Mayor Micheal Bradford are hereby authorized, empowered, and directed to certify each of these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SOMERVILLE<
TEXAS ON THE 11TH DAY OF FEBRUARY 11, 2020

[Signature]
Mayor, Micheal Bradford

ATTEST:
[Signature]
City Secretary, Rose Rosser
Store Details

Brookshire Brothers
16800 State Hwy. 36 S.
Somerville, TX 77879

Weekly Ad  Refill Prescription  Map

STORE
Store Name: Brookshire Brothers
Store Hours: 7 AM - 9 PM
Store Manager: Cheryl Riza
Phone: (979) 596-2650

FEATURES
Pharmacy: √
Offers Flu Shot: √
Beverage Depot: √
Bissell Rental: √
Redbox: √
To sign up to Brookshire Brothers Promo Alerts: Text JOIN 65 to 59652

PHARMACY
Pharmacy Hours: MON-FRI: 8:30 AM - 6 PM
Pharmacist: Laurie Leer
Pharmacy Phone: 979-596-3081
Pharmacy Fax: 979-596-3083
State Board Number: 18314

FUEL
Fuel Brand(s): Conoco
HealthPoint Somerville

Health-Related Facility
How to Register:

Call your neighborhood clinic at the number below to make an appointment or use our online appointment request form. You’ll simply need to tell us about your health insurance and what you need to be seen for and our friendly, trained staff will schedule you for the next available appointment.

Financial Assistance Information

Somerville (Partnership with St. Joseph)

Phone: (979) 596-1441

Office Hours:
Monday - Thursday: 8am - 5pm
Closed for lunch from 1pm - 2 pm
Friday: 8am - 12 pm

Address:
17202 State Hwy 36, Suite 100
Somerville, TX 77879

Browse the HealthPoint provider directory by specialty, location, or name. Then call to make an appointment at a time and place that fits your busy schedule.
<table>
<thead>
<tr>
<th>Locations</th>
<th>Services</th>
<th>Home</th>
</tr>
</thead>
<tbody>
<tr>
<td>HealthPoint - Bryan/Collège Station 3370 S. Texas Ave., Suite B Bryan, TX 77802 (979) 695-3400</td>
<td>Family Medicine</td>
<td>About Us</td>
</tr>
<tr>
<td>HealthPoint - Woodson 1103 Woodson Caldwell, TX (979) 597-7080</td>
<td>Internal Medicine</td>
<td>Become a Patient</td>
</tr>
<tr>
<td>HealthPoint - Centerville 607 Lassater Centerville, TX 75833 (979) 695-3400</td>
<td>Pediatrics</td>
<td>Request an Appointment</td>
</tr>
<tr>
<td>HealthPoint - Madisonville 100 West Cross St. Madisonville, TX 77684 (936) 348-3418</td>
<td>Women's Health</td>
<td>Provider Directory</td>
</tr>
<tr>
<td>HealthPoint - Navasota 1900 Dove Crossing Navasota, TX 77868 (979) 695-3400</td>
<td>Obstetrics</td>
<td>Testimonials</td>
</tr>
<tr>
<td>HealthPoint – Franklin 808 West Hwy. 79 Franklin, TX 77856 (979) 828-1450</td>
<td>Gynecology</td>
<td>Patient Education</td>
</tr>
<tr>
<td>HealthPoint – Hearne 709 Barton St. Hearne, TX (979) 279-3451</td>
<td>Dental</td>
<td>Contact Us</td>
</tr>
<tr>
<td>HealthPoint – Trinity 315 Prospect Dr. Trinity, TX 75862 (936) 744-1400</td>
<td>Pharmacy</td>
<td>Privacy Policy</td>
</tr>
<tr>
<td>Hampstead 215 F.M. 1488 Hampstead, TX 77445 (979) 826-8200</td>
<td>Eligibility Assistance</td>
<td>Sitemap</td>
</tr>
<tr>
<td>HealthPoint – Rockdale 1701 Pecos Avenue, Suite B Rockdale, TX 76567 (512) 883-1070</td>
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</table>

Copyright © 2020 HealthPoint. All rights reserved.
Public Park w/ playground
Yegua Creek Park

1-41, 51-56, 65-83 Electrical Sites
42-50, 57-60, 63-64 No Water or Electricity

Campsites Available for Reservations
4-37, 51-53, 65-83 Electrical Sites
57-58, 60, 63-64 Non-Electric Sites

To make Reservations call 1-877-444-6777

Park Legend
- Boat Ramp
- Kiosk
- Amphitheater
- Dump Station
- Gate House
- Courtesy Dock
- Fishing Pier
- Restroom
- Playground

Road
- Nature Trail
- Parking
University or Community College
Accreditation

The Blinn College District is accredited by the Southern Association of Colleges and Schools Commission on Colleges (www.sacccoc.org) to award associate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia, 30033-4097 or call 404-679-4500 for questions about the accreditation of the Blinn College District. The Blinn College District does not discriminate on the basis of race, color, national origin, sex, or disability. For information regarding Title IX, ADA, Section 504, and other anti-discrimination coordinators, see the Student Title IX link.

Blinn College Program Accreditation

Detailed list- pdf

- Associate Degree Nursing
- Dental Hygiene
- Emergency Medical Services
- Fire Science
- Health Information Technology
- Physical Therapist Assistant
- Radiologic Technology
- Veterinary Technology
- Vocational Nursing
- Certified Nurse Aide
- Certified Medication Aide
- Degree Programs

Substantive Change Documents

Blinn College District is required to follow SACSCOC Substantive Change
### Public Community College Districts

**Download the Excel Version**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo Colleges District</td>
<td>Mike Flores</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>2222 N. Alamo St. San Antonio, TX 78215</td>
<td>Chancellor</td>
<td></td>
</tr>
<tr>
<td>Alamo Community College - Northeast Lakeview</td>
<td>Veronica Garcia</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>1201 Kitty Hawk Rd. Universal City, TX 78148</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Alamo Community College - Northwest Vista College</td>
<td>Ric Baser</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td>3535 North Ellison Dr. San Antonio, TX 78251</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Alamo Community College - Palo Alto College</td>
<td>Robert Garza</td>
<td>(210) 486-3800</td>
</tr>
<tr>
<td>1400 West Wurzbach Blvd. San Antonio, TX 78224</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Alamo Community College - San Antonio College</td>
<td>Robert Veia</td>
<td>(210) 486-3959</td>
</tr>
<tr>
<td>1300 San Pedro Ave. San Antonio, TX 78212</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Alamo Community College - St. Philip’s College</td>
<td>Adena Loston</td>
<td>(210) 486-2900</td>
</tr>
<tr>
<td>1801 Martin Luther King Blvd. San Antonio, TX 78203</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Alvin Community College</td>
<td>Cristal Albrecht</td>
<td>(281) 759-3500</td>
</tr>
<tr>
<td>3119 Mustang Lane Alvin, TX 77511</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Amarillo College</td>
<td>Russell Lowery-Hart</td>
<td>(806) 371-5000</td>
</tr>
<tr>
<td>P.O. Box 447 Amarillo, TX 79117</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Angelina College</td>
<td>Michael Simon</td>
<td>(936) 639-1301</td>
</tr>
<tr>
<td>3500 South First Lufkin, TX 7904</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Richard Rhodes</td>
<td>(512) 223-7000</td>
</tr>
<tr>
<td>5930 Middle Fлексville Road Austin, TX 78752</td>
<td>President/CEO</td>
<td></td>
</tr>
<tr>
<td>Blinn College District</td>
<td>Mary Hensley</td>
<td>(979) 830-4000</td>
</tr>
<tr>
<td>902 College Avenue Brenham, TX 77833</td>
<td>Chancellor</td>
<td></td>
</tr>
<tr>
<td>Brazosport College</td>
<td>Millie Varier</td>
<td>(979) 230-3000</td>
</tr>
<tr>
<td>500 College Drive Lake Jackson, TX 77566</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Central Texas College</td>
<td>Jim Yonopulos</td>
<td>(254) 526-7101</td>
</tr>
<tr>
<td>6500 West Central Texas Expwy Kilteen, TX 76549</td>
<td>Chancellor</td>
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<tr>
<td>Cisco College</td>
<td>Chad Anglin</td>
<td>(254) 442-5000</td>
</tr>
<tr>
<td>101 College HeightsCisco, TX 76437</td>
<td>President</td>
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</tr>
<tr>
<td>Clarendon College</td>
<td>Texas D. Buchanan</td>
<td>(806) 874-3571</td>
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<tr>
<td>1122 College Drive Clarendon, TX 79226</td>
<td>Interim President</td>
<td></td>
</tr>
<tr>
<td>Coastal Bend College</td>
<td>Justin Hoggard</td>
<td>(361) 358-2838</td>
</tr>
<tr>
<td>3900 Chance Road Beaumont, TX 77702</td>
<td>President</td>
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<tr>
<td>College of the Mainland Community College District</td>
<td>Warren Nichols</td>
<td>(409) 938-1211</td>
</tr>
<tr>
<td>1200 Amburrn Road Texas City, TX 75211</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Collin County Community College District</td>
<td>H. Neil Martin</td>
<td>(972) 758-3801</td>
</tr>
<tr>
<td>2300 East Spring Creek Parkway Plano, TX 75074</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Dallas County Community College - Brookhaven College</td>
<td>Linda Braddy</td>
<td>(972) 860-4700</td>
</tr>
<tr>
<td>3939 Valley View Lane Farmers Branch Dallas, TX 75244-4906</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Dallas County Community College - Cedar Valley College</td>
<td>Joe Searemos</td>
<td>(972) 860-8200</td>
</tr>
<tr>
<td>3530 North Dallas Avenue Lancaster, TX 75134</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Dallas County Community College - Eastfield College</td>
<td>Eddie Tealer</td>
<td>(972) 860-7001</td>
</tr>
<tr>
<td>1737 Matley Drive Mesquite, TX 75150</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Dallas County Community College - El Centro College</td>
<td>Jose Adayas</td>
<td>(214) 860-2000</td>
</tr>
<tr>
<td>801 Main Street Dallas, TX 75202</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Dallas County Community College - Mountain View College</td>
<td>Beatriz Joseph</td>
<td>(972) 860-8700</td>
</tr>
<tr>
<td>4848 West Ranas Avenue Dallas, TX 75211-6899</td>
<td>President</td>
<td></td>
</tr>
</tbody>
</table>
Do you recommend Yegua Center?

Yes  No

**Dennis Griffin** reviewed **Yegua Center** —
May 8, 2015

Like  Comment  Share

Write a comment...

**Eric W. Poehl** reviewed **Yegua Center** —
October 17, 2013

Like  Comment  Share

Write a comment...

**Posts about Yegua Center**

**Republicans United for Texas** is with **Karen Bolt at Yegua Center**.
April 22, 2019 • Somerville, TX

The William H. Giesenschlag, Republican Volunteer of the Year, Karen Bolt.

https://www.facebook.com/pages/Yegua-Center/294298797278384
Republicans United for Texas is at Yegua Center.
April 22, 2019 · Somerville, TX ·

Bill Giesenschlag won the Texas Flag and promptly donated to the Somerville Masonic Lodge.

Republicans United for Texas added a new photo — with James Edge and 5 others at Yegua Center.
April 22, 2019 · Somerville, TX ·

https://www.facebook.com/pages/Yegua-Center/294298797278384
Republicans United for Texas added a new photo — at Yegua Center.
April 22, 2019 · Somerville, TX ·
Outdoor Recreation Facility
1. **Site Acreage**
   Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
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<td>1.672</td>
<td>1.67</td>
<td>1.68</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: N/A  Feasibility Report Engineer’s Plan: N/A

(*) 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:

Describe any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development. Explain ALL factors that may affect the probability of the engineer’s or architect’s site plan actually being the final size of the development site.

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somerville Plaza, Ltd.</td>
<td>Gary Maddock</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>ID</th>
<th>Zip</th>
<th>City</th>
<th>State</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>2900 N. Government Way, #88</td>
<td></td>
<td>83815</td>
<td>Coeur d’Alene</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

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

If "Yes," please explain:

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somerville Plaza, Ltd.</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.

  Expiration of Contract or Option: ____________  Anticipated Closing Date: ____________

- Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

  The Property has the following encumbrance(s):

  See Title Commitment.
### 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.

### 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.

### 30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.*
  - Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

* Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

- Development is located in a Small Area Difficult Development Area (SADDA)
- 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: 

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2/28/2020
### Site Information Form Part III

#### Self Score Total: 123

**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>1.672</td>
<td>1.67</td>
<td>1.68</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: N/A

Feasibility Report Engineer’s Plan: N/A

(*) 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:

Describe any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development. Explain ALL factors that may affect the probability of the engineer’s or architect’s site plan actually being the final size of the development site.

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<th>Site Control [10 TAC §11.204(10)]</th>
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The current owner of the Development Site is (if scattered site & more than one owner refer to Tab 13):

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<td>Coeur d’Alene</td>
<td>83815</td>
<td>N/A</td>
<td>No</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain:

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

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somerville Plaza, Ltd.</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.
  - Expiration of Contract or Option: 10/31/2024 Anticipated Closing Date: 2/1/2021
- [X] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [ ] The Property has the following encumbrance(s):

See Title Commitment.
If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:

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

3. **Ingress/Egress and Easements [10 TAC §11.204(10)(DI)]**
   - 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)(EI)]**
   - Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included.

5. **30% increase in Eligible Basis “Boost” (9% and 4% HTC Only) [10 TAC §11.4(c)]**
   Development qualifies for the boost for:
   - Qualified Census tract that has less than 20% HTC Units per household
   - New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†**
     - Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
   - Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments
   - Development is located in a Small Area Difficult Development Area (SADDA)
   - Rural Development (Competitive HTC only)
   - Development is entirely Supportive Housing (Competitive HTC Only)
   - Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
   - Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. (Competitive HTC only)
   - Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
   - Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (Competitive HTC only)

If a revised form is submitted, date of submission: 5/4/2020
Support Documentation from Site Information Part III Should be Included Behind this Tab.

Site Control Documentation

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

Ingress/Egress and Easements

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

Re-platting or Vacating Requirement

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

Title Commitment or Policy

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

Increase in Eligible Basis (30% Boost)

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

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
OPTION AGREEMENT
(Somerville Plaza Apartments)

THIS OPTION AGREEMENT ("Agreement") is made between Rural Housing Developers – Texas, LLC, a Texas limited liability company, its successors or assignees (as applicable, the "Buyer"), whose notice address for notices by mail is 3556 S. Culpepper, Suite 4, Springfield, MO 65804, Attention: Ryan Hamilton, and Somerville Plaza, Ltd., a Texas limited partnership ("Owner"), whose notice address by mail is 2900 N Government Way, #88, Coeur d'Alene, ID 83815. The effective date of this Agreement (the "Effective Date") shall be the date of execution by Owner, as specified beside Owner's execution below.

RECITALS:

A. Owner is the fee simple owner of that certain real property more particularly described on Exhibit A attached as a part hereof (the "Land"), together with (1) all easements, rights of way, appurtenances and other rights, if any, pertaining thereto (collectively, the "Appurtenances"); and (2) the buildings, parking areas, access ways and other improvements located on the Land (collectively, the "Improvements"). The Land, Appurtenances and Improvements are hereinafter collectively called the "Real Property." The Real Property constitutes a 24-unit multi-family housing project located in Somerville, Burleson County, Texas, and commonly known as the "Somerville Plaza Apartments." The Real Property, the Owner's interest in any and all residential leases applicable to the Real Property (herein "Leases"), and any personal property of Owner located at the Real Property and used in conjunction with the ownership, leasing, management, maintenance, or repair thereof (the "Personal Property"), are herein collectively called the "Property."

B. Buyer wishes to obtain an option to purchase the Property on the terms hereinafter set forth, and Owner is willing to grant a purchase option to Buyer on the terms hereinafter set forth.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual promises contained herein, the payment by Buyer of the Option Price, as hereinafter defined, to Owner, and other good and valuable, consideration, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the parties agree as follows:

1. Grant of Option; Option Price.

1.1 Grant. Owner hereby grants to Buyer the irrevocable and exclusive option to purchase the Property (and not less than all the Property) upon the terms and conditions hereinafter set forth (the "Option"). The Option shall commence upon the effective date of this Agreement and shall expire on the earlier of (a) Buyer's election to terminate the Option pursuant to the terms hereof (the "Termination Election"), which Termination Election may be exercised by Buyer at any time by Buyer's giving Owner written notice thereof (the "Termination Notice"); or (b) 5:00 p.m. (CDT/CST) on October 31, 2024 (the "Option Expiration Date"). As used
herein, the term "Option Term" shall mean the original term of the Option together with any extension thereof. Owner shall not be obligated to extend the Option Term beyond the Option Expiration Date stated above.

1.2 Option Price. At the time this Agreement has been executed by Owner and Buyer and as a condition of this Agreement becoming effective, Buyer shall pay Owner the sum of $10.00 (the "Option Price"). Owner acknowledges that Buyer will incur additional costs and expenses in evaluating the property, seeking tax credits to assist in the rehabilitation of the Improvements, and seeking approval to assume the RD Loan (as hereinafter defined). Such additional costs and expenses and Buyer's reliance on this Agreement to preserve its right to purchase the Property should Buyer be allocated such tax credits for the Property and be permitted to assume the RD Loan, will constitute additional consideration for the Option.

2. Exercise of Option.

2.1 Time and Method of Exercise. At any time during the Option Term, Buyer may exercise the Option by giving Owner written notice (the "Exercise Notice") stating that Buyer exercises the Option. The Option shall be deemed timely exercised if the Exercise Notice is received by Owner prior to the expiration of the Option Term. The provisions of Section 12 below shall govern notices under this Agreement, including the Exercise Notice. Owner agrees that Buyer may file a copy of the Exercise Notice, with the legal description of the Property attached, in the office of the County Clerk of Burleson County, Texas (the "County Clerk") as evidence of its exercise of the Option.

2.2 Failure To Exercise. In the event that Buyer fails to exercise the option before the end of the Option Term, the Option shall automatically terminate at the end of the Option Term, without further notice to Buyer, and thereafter this Option Agreement shall be of no further force or effect, except for the last sentence of Section 6.3 and Section 7 and the provisions of Section 2 of the Master Purchase Agreement entered into simultaneously with this Option Agreement ("Master Agreement").

3. Purchase Price and Form of Closing Documents. In the event that Buyer exercises the Option, the total Purchase Price (the "Purchase Price") for the Property shall be $168,000.00 or $7,000.00 per residential unit, whichever is less, plus the assumption at Closing of the existing USDA Rural Development Section 515 Loan secured by the Property which is in the current approximate amount of $ 588,919.00 as of December 31, 2018 (the "RD Loan"). Promptly after receipt of the Exercise Notice, the parties shall use good faith efforts to mutually agree upon the form and substance of the Closing Documents, as hereinafter defined.

4. Closing. The consummation of the purchase and sale of the Property (the "Closing") shall take place at a day and time mutually agreeable to Buyer and Owner not later than ninety (90) days after the Exercise Notice is given by Buyer. The Closing shall take place at the offices of a title insurance company agent mutually acceptable to Owner and Buyer (the "Closing Agent"), or at such other place as the parties hereto shall mutually agree upon in writing. At the Closing and provided Buyer pays the full Purchase Price in immediately available funds, Owner and/or Buyer, as applicable, shall execute and deliver the following: (a) a special warranty
deed (the "Deed") conveying the Real Property to Buyer, subject to those matters listed on Schedule 1 attached as a part hereof (the "Permitted Title Exceptions" which term shall also include any Title Objections, as hereinafter defined, which Owner is not obligated to cure and has not elected to cure); (b) an Assignment and Assumption Agreement (the "Lease Assignment") pursuant to which Owner shall assign to Buyer all of Owner's right, title, and interest under the Leases and Buyer shall assume Owner's obligations under the Leases; (c) a bill of sale and assignment conveying to Buyer any tangible and intangible Personal Property which is a part of the Property (the "Bill of Sale"); (d) any required notices to be given to the tenants of the Property advising them of the transfer to Buyer; (e) the Owner's Substitute 1099-S certification; (f) a FIRPTA affidavit stating the United States taxpayer identification number of Owner and that Owner is not a foreign person as defined in Internal Revenue Code Section 1445(b)(2); (g) the settlement statement prepared by the title insurance agent; (h) any seller's affidavits customarily required by title insurance companies to enable buyers of similar properties to obtain customary title insurance coverages; and (i) such other documentation and assurances as Buyer, Owner, the Closing Agent, the Title Insurer, Buyer's lenders, the Texas Department of Housing & Community Affairs ("TDHCA"), USDA Rural Development ("RD"), and Buyer's investors may reasonably request. The documents listed in clauses (a) through (i) above are herein called the "Closing Documents." At the Closing, Buyer shall, as a condition to Owner's obligations, pay the balance of the Purchase Price (subject to prorations and adjustments as hereinafter provided) to Owner in immediately available funds and execute and deliver to Owner those Closing Documents Buyer is required to execute. At Closing, Owner shall deliver to Buyer possession of the Property, subject to the rights of tenants. Owner's obligations under this Option are contingent upon receipt of evidence satisfactory to Buyer that Owner has possession of the Property and has received all approvals and authorizations to sell the Property to Buyer (including authorizations that Gary Maddock and/or his affiliate Megan entities control Owner), excluding the approvals of RD and TDHCA which are Buyer's obligations to obtain.

5. Transaction Costs and Prorations.

5.1 Owner's Transaction Costs. Owner shall pay the following costs: (a) all of the costs necessary to satisfy any mortgages or other liens on the Property (excluding the RD Loan), and cure or satisfy any other Title Objections that Owner has elected to cure or satisfy; (b) the costs and fees of Owner's counsel; (c) the cost to satisfy any requirements pertaining to Owner contained in the Title Commitment, as hereinafter defined (but not the removal of any Permitted Title Exceptions or Title Objections that Owner has not agreed to remove); (d) the cost to record the Deed and any other Closing Documents; (e) one-half (1/2) of Closing Agent's closing fee; and (f) all other costs and expenses of Owner specified elsewhere in this Agreement.

5.2 Buyer's Transaction Costs. Buyer shall pay the following costs: (a) the cost of any Survey required by Buyer; (b) the costs and fees of Buyer's counsel; (c) the premium for the Title Policy, any loan policy(ies) of title insurance required by Buyer's lender(s), and any special endorsements or coverages; (d) the cost to satisfy any requirements pertaining to Buyer, or the financing of Buyer's purchase, contained in the Title Commitment, or the costs of its application for or obtaining an allocation of low-income housing tax credits ("LIHTC") from TDHCA under §42 of the Internal Revenue Code of 1986, as amended; (e) any costs related to Buyer's assumption of the RD Loan and any other financing of Buyer's purchase of the Property;
(f) one-half (1/2) of Closing Agent’s closing fee; and (g) all other costs and expenses of Buyer specified elsewhere in this Agreement.

5.3 Prorations. Ad valorem taxes, rents, utility charges not paid by tenants, and similar charges or income relating to the Property shall be prorated as of the date of Closing based on the full amount of, and latest available information concerning, such taxes, rents, and other charges. The cash payment at the Closing shall be increased or decreased as may be required by the foregoing prorations and if necessary. If the ad valorem taxes for the year of Closing are not known as of the Closing Date, the tax proration shall be appropriately adjusted as soon as practicable after receipt of the tax bill for the year of Closing. For purposes of making the prorations required hereunder, a 365-day year and the actual number of days in the month of Closing will be used, and Buyer will be deemed the owner of the Property on the Closing date. Owner will pay to Buyer at Closing all security deposits held by Owner relating to leases of the Real Property.

6. Obligations During Option Term. The parties shall be governed by the following during the Option Term and thereafter until Closing if the Option is exercised.

6.1 Survey. If Buyer desires a survey of the Real Property, then Buyer shall obtain a survey (the “Survey”) at Buyer’s own expense prior to the Closing.

6.2 Title Commitment. During the Option Term and in any event before Buyer exercises the Option, Buyer shall, at Buyer’s expense, obtain a title insurance commitment (the “Title Commitment”) for a TLTA owner’s policy of title insurance on the Real Property in an amount acceptable to Buyer (the “Title Policy”) issued by a national title insurance company acceptable to Buyer (the “Title Insurer”), together with copies of all recorded instruments which are the subject of the requirements and proposed special exceptions listed in the Title Commitment (the “Title Documents”). Buyer shall furnish Owner a copy of the Title Commitment, the Title Documents, and if obtained by Buyer, the Survey. Within ten (10) days after Buyer’s receipt of the Title Commitment, Title Documents, and if applicable, Survey, Buyer shall notify Owner in writing (“Buyer’s Objection Notice”) of any matters listed in the Title Commitment which are objectionable to Buyer (herein the “Title Objections.” which term shall not include the Permitted Title Exceptions). Within ten (10) days after receipt of Buyer’s Objection Notice, Owner shall notify Buyer in writing (the “Cure Notice”) which Title Objections, if any, Owner elects to cure. If Buyer has not received a Cure Notice within said 10-day period, the same shall be deemed to constitute Owner’s election not to cure any of the Title Objections. Owner shall not be obligated to cure any of Buyer’s Title Objections. Notwithstanding the foregoing and if Buyer exercises the Option, Owner agrees (a) to cooperate with Buyer’s cure of any reasonable Title Objections that can be cured, (b) to satisfy any requirements contained in the Title Commitment relating to Owner’s authority to consummate the sale transaction, (c) to execute and deliver the Closing Documents it is required to execute. If Owner does not elect, or is deemed to have elected not, to cure any Title Objections, Buyer’s only options shall be either (i) to terminate this Agreement and elect not to exercise the Option or if already exercised, rescind the exercise of the Option (which right is hereby granted) by giving written notice of such election (the “Termination Notice”) within twenty-five (25) days after Buyer’s receipt of the Title Commitment, Title Documents, and Survey, or (ii) to elect to preserve the Option in effect and if already exercised or thereafter
exercised, accept title to the Real Property subject to any Title Objections which Owner has elected not to cure.

6.3 Access, Inspections, and Testing. Buyer shall have reasonable access to the Real Property (subject to the rights of the tenants) to perform, at Buyer’s expense, such testing, investigations and other actions as Buyer deems necessary or appropriate to satisfy itself that the Property is suitable to Buyer. Buyer shall not disturb the tenants’ peaceable possession of the Real Property. If any such testing, investigations, or other actions by Buyer materially damages the Property, Buyer shall restore the same at Buyer’s expense. Buyer hereby indemnifies and agrees to hold Owner harmless from and against any and all liens and other claims arising out of any such testing, investigations, or other actions.

6.4 Continued Operations, Leasing of the Real Property. Throughout the Option Period and until the date of any Closing if the Option is exercised (but not past any Closing Date), Owner shall continue to cause the Real Property to be operated, insured, maintained, repaired, and replaced, as necessary, in accordance with the standards that Owner has done so in the past. Owner will not accept a prepayment of rent under a Lease or a release any parties liable thereunder (including any guarantors) without Buyer’s prior written approval which Buyer may withhold in its absolute discretion; provided, however, Owner shall be entitled to enforce the provisions of the Leases in accordance with customary business practices. Further, at all times during the Option Term and the Closing if the Option is exercised, Owner shall refrain from conveying, mortgaging, granting an easement over, or otherwise further encumbering the Property, or any portion thereof or any interest therein, or otherwise altering the existing condition of title to the Property, without prior written consent of Buyer. Owner shall not cause or permit its management agent to make any change in the use or management of the Property that would reasonably be expected to cause an issue of non-compliance (Form 8823), RD Loan acceleration, loss of RD rental assistance or permit anything to be done thereon that would reasonably be expected to materially impair the value of the Property.

7. Broker’s Commission. Buyer and Owner represent and warrant to each other that there are no brokerage or finder’s fees, commissions or other compensation owing to any real estate brokers, agents, or other parties in connection with this Agreement or the consummation of the purchase and sale pursuant to any exercise of the Option. Each party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other party (the “Indemnified Party”) from any damages, loss or liability resulting from the inaccuracy of any of the foregoing representations and warranties made by the Indemnifying Party.

8. Representations and Warranties of the Parties; Further Assurances.

8.1 Buyer represents, warrants, and agrees as follows:

(a) Buyer has the full power and authority to execute, deliver and perform its obligations under this Agreement.
(b) This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws, and subject to principles of equity.

(c) Buyer has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of the Property.

(d) The execution, delivery and performance of Buyer’s obligations under this Agreement and the consummation of the transactions contemplated hereby (i) will not result in a breach or violation of any contract, commitment or restriction to which Buyer is a party or by which Buyer is bound and (ii) do not require any consent, approval or other authorization of any person, entity or authority not previously obtained.

8.2 Owner’s Representations and Warranties. Owner represents, warrants, and agrees as follows effective on the Effective Date and the Closing Date:

(a) Owner is a limited partnership, duly organized and validly existing under the laws of the State of Texas. Owner has the full power and authority to execute, deliver and perform its obligations under this Agreement or will prior to the Closing Date. Owner has, or will prior to the Closing Date, taken all action necessary to authorize the execution and delivery of this Agreement, the performance by Owner of its obligations under this Agreement and the completion of the Transaction as contemplated by this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of Owner enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws, and subject to principles of equity.

(c) The execution, delivery and performance of Owner’s obligations under this Agreement and the consummation of the transactions contemplated hereby (i) will not result in a breach or violation of any contract, commitment or restriction to which Owner is a party or by which Owner or the Property is bound, except for the approvals of RD and TDHCA and (ii) do not require any consent, approval or other authorization of any person, entity or authority not previously obtained.

(d) To Owner’s current actual knowledge, there are no actions, suits, claims, investigations or legal, administrative or arbitration proceedings pending or threatened or probable of assertion, against Owner that might affect the Property or Owner’s ability to perform its obligations under this Agreement.

(e) Owner has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Owner’s use of the Property.

(f) Owner has fee simple title to the Property, subject to no liens, claims or encumbrances except the Permitted Exceptions.
(g) Owner is not a “foreign person,” as that term is used and defined in the Internal Revenue Code, Section 1445, as amended. Owner is not a Prohibited Person (hereinafter defined), nor is Owner a “foreign corporation”, “foreign partnership” or “foreign estate” as those terms are defined in the Internal Revenue Code of 1986, as amended.

(h) Owner is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control of the Department of the Treasury (“OFAC”), and is not engaging in the transactions described herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions described herein, directly or indirectly, on behalf of, any such person, group, entity or nation. Neither Owner, nor, to Owner’s knowledge, any person or entity owning a direct or indirect interest of Owner: (i) is listed on the Specially Designated Nationals or Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorist or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC, the USA Freedom Act, or pursuant to any other applicable orders (the “Lists”); (ii) is a person or entity who is subject to the prohibitions contained in the USA Freedom Act or OFAC; or (iii) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who is subject to the prohibitions contained in USA Freedom Act or OFAC.

(i) To the best of Owner’s knowledge, (i) all required federal, state and local permits concerning or related to environmental protection and regulation for the Property have been secured and are current; (ii) Owner is and has been in full compliance with such environmental permits and other requirements regarding environmental protection under applicable federal, state or local laws, regulations or ordinances; (iii) there is no pending action against Owner under any environmental law, regulation or ordinance and Owner has not received written notice of any such action or possible action; (iv) there is not now, nor has there been in the past, release of hazardous substances on, over, at, from, into or onto any facility at the Property, as such terms are understood under the Comprehensive Environmental Response, Compensation and Liability Act; and (v) Owner does not have actual knowledge of any environmental condition, situation or incident on, at or concerning the Property that could reasonably be expected to give rise to an action or to liability under any law, rule, ordinance or common law theory governing environmental protection.

(j) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws is contemplated or has been filed by or against Owner or the Property, nor is any such action pending by or against Owner or the Property.

(k) No person, firm or entity, other than Buyer (or its assigns hereunder), has any right to purchase, lease or otherwise acquire or possess the Property or any part thereof.
(I) Except as otherwise expressly provided in this Agreement, all ad
valorem taxes on the Property for prior years and all special assessments on the Property of any
kind have been paid in full in accordance with their terms and there are no deferred ad valorem
taxes for prior years or unpaid special assessments pertaining to the Property.

8.3 Owner and Buyer each agrees to execute and deliver to the other party such
documents or instruments and to take such other actions as may be reasonable or necessary or as
may be reasonably requested by the other in furtherance of the performance of the terms, covenants
and conditions of this Agreement.

9. **Condemnation or Casualty.** If, prior to any Closing, all or any material part of the
Real Property is taken or threatened by eminent domain or damaged by fire or other casualty,
Buyer shall have the right either (a) to terminate this Agreement; or (b) to take the Property, or
remainder thereof, AS IS, and to pay the full Purchase Price for the Property. Owner shall be
entitled to retain any condemnation award.

10. **Default.** If any party (the “**Defaulting Party**”) materially defaults under this
Agreement, the other party shall be entitled to all of the rights and remedies set forth in this
Agreement or in the Master Agreement or otherwise afforded by applicable law or equity,
including, without limitation, the right to seek damages, specific performance and injunctive relief
(prohibitive or mandatory), provided that no remedies shall be exercised against either party if the
other is in breach or default of this Agreement. In any action to interpret or enforce this Agreement,
the prevailing party shall be entitled to recover its court costs and the reasonable fees and expenses
of its attorneys and expert witnesses, including any such fees and expenses incurred in connection
with insolvency, bankruptcy, or appellate proceedings.

11. **Assignment.** Owner and Buyer shall have the right to assign their rights and
obligations under this Agreement, before or after the exercise of the Option, without Owner’s
consent, provided that assignor remains liable for its obligations under this Option. After any such
assignment all references to the “Owner” or “Buyer” herein shall be deemed to be references to
the assignee. Any such assignment (a) shall be effective as to either party only after such party has
received written notice thereof, (b) shall not delay or extend any time periods provided herein, and
(c) shall not require the other party to re-perform any obligations hereunder which have already
been performed in favor of the assignor.

12. **Notices.** Any notice, demand, request, or other communication required or
permitted to be given or made under this Agreement shall be in writing and either (a) delivered
personally, or by messenger or a nationally recognized overnight courier service, (b) sent postage
prepaid by express mail or first-class certified mail, return receipt requested, or (c) sent by telex,
telegram, telecopy or other similar means of rapid transmission and confirmed by mailing written
confirmation thereof (as provided in clause (b) above) at substantially the same time as such rapid
transmission. The effective date of any notice shall be the date of delivery of the notice, if by
personal delivery, messenger or courier service, or if mailed, on the date upon which the express
mail receipt or the return receipt is signed or delivery, or is refused or the notice is designated by
the postal authorities as unclaimed or not deliverable, as the case may be. The notice addresses for
Buyer and Owner shall be as set forth in the first paragraph of this Agreement. Buyer and Owner
may change their respective notice addresses by written notice to the other in the manner provided above.

13. **Miscellaneous.** This Agreement and the schedules and exhibits attached hereto contain the entire agreement between the parties respecting the matters herein set forth and supersede all prior agreements between the parties respecting such matters, except the provisions of the Master Agreement. This instrument may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when read together, shall constitute but one single Agreement. This Agreement may not be modified, discharged or amended in any respect whatsoever except by agreement in writing duly executed by both parties. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Texas. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and any successors in title to the Property. To the extent any term or provision of this Agreement shall be held, found, or deemed to be unreasonable, unlawful, or unenforceable, then the parties expressly agree that any such term or provision shall be modified to the extent necessary in order that any such term or provision shall be legally enforceable to the fullest extent permitted by applicable law. The parties further agree that any court of competent jurisdiction shall enforce, and the parties do hereby expressly authorize any such court to enforce any such term or provision or to modify any such term or provision to preserve to the fullest extent possible the intent of the parties and in order that any such term or provision shall be enforced by such court to the fullest extent permitted by applicable law.

14. **No Memorandum of Option.** Because of Owner’s agreements contained in Sections 4 and 6.4, and Buyer’s remedies contained in Section 10, if Owner defaults under this Agreement, the parties agree that no memorandum of the Option granted herein shall be recorded in the real estate records.

15. **Time for Acceptance.** The offer made by Owner as herein set out shall be void unless a counterpart of this Agreement has been executed by Buyer and returned to Owner with the Option Price by 5:00 p.m. (CDT/CST) on November 15, 2019. If this Agreement is timely executed and returned to Owner with the Option Price, the date of Buyer’s execution shall be the “Effective Date” of this Agreement.

16. **Choice-Limiting Condition Statement.** Buyer and Seller acknowledge the following: The Buyer anticipates submitting an application for funding. That an environmental review and clearance may be required for the property described in this Agreement should the project receive an award of such funding. The Property described in this Agreement will not be able to be transferred until the property receives environmental clearance (if applicable) should the project receive an award of funding. Furthermore, notwithstanding any other provision of this Agreement, except with respect to the provisions of Section 2 of the Master Agreement and no transfer of title to the Buyer may occur, unless and until Buyer and/or Seller have received a written notification that: (1) a federally required environmental review has been completed and Buyer’s request for release of federal funds has been approved and, subject to any other contingencies in this Agreement, (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.

[Signature Page Follows]
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the dates set forth below their respective executions below.

“Owner”:

SOMERVILLE PLAZA, LTD.,
a Texas limited partnership

By: Megan GP Services, LLC – Series Somerville
a Texas series limited liability company
its General Partner

By: [Signature]
Gary L. Maddock, Manager

Date: November 17, 2019
"Buyer": RURAL HOUSING DEVELOPERS - TEXAS, LLC, a Texas limited liability company

By: [Signature]

Ryan Hamilton, Manager

Date: 11/7, 2019
Exhibit A
Legal Description of the Land

EXHIBIT "A"

COUNTY CLERK'S MEMO.
 Portions of This Document
 Not Legible When Received.

TRACT 1: GONZALES TRACT

BEING all that certain tract or parcel of land lying and being situated in Burleson County, Texas, containing 0.8346 acres of land, out of the J. M. Hardeman Survey, A-139, and being a part of Lot 8 of the Casper Landolt 9th Addition to the Town of Somerville, and being a part of the 6.356 acres of land described in Medicina's Lien Contract recorded in Volume 12, Page 503 of the Burleson County Medicina's Lien Records, Burleson County, Texas, and more particularly described as follows:

BEGINNING at the West corner of the Joe Rangel Lot on the Southeast R.O.W. line on 3rd Street and being S 45° 03' 00" W, a distance of 180.0 feet from the North corner of said Lot No. 8, and now being the North corner of this tract;

THENCE S 59° 06' 30" E, a distance of 262.72 feet to a 5/8" iron rod on the South corner of the Joe Rangel lot and also being the East corner of this lot;

THENCE S 44° 41' 35" W, a distance of 122.22 feet to a 5/8" iron rod for this lot;

THENCE N 42° 02' 31" W, a distance of 252.72 feet to a 5/8" iron rod set on the Southeast R.O.W. line of 3rd Street for the West corner of this tract;

THENCE N 45° 02' 56" E, a distance of 145.61 feet to the POINT OF BEGINNING and containing 0.8346 acres of land, as surveyed on the ground February 20, 1980 by Dante Carlomagno, Registered Public Surveyor, #1562. And being the same land described in deed dated March 7, 1981, from Margaret Jenkins to Antonio Gonzales, recorded in Volume 281, Page 1-3, Deed Records, Burleson County, Texas.

TRACT 2: MALDONADO TRACT

BEING all that certain tract or parcel of land lying and being situated in Burleson County, Texas, out of the John M. Hardeman Survey, A-140 and being a part of Lot 8 of the Casper Landolt 9th Addition to the City of Somerville and being a part of the 6.356 acres of land recorded in Volume 12, Page 503, of the Burleson County Medicina's Lien Records and being more particularly described as follows:

COMMENCING at an iron rod set in the Southeast line of 3rd Street for the West corner of a 0.4528 acre tract and also the West corner of Lot 8 and also the North corner of Lot 7;

THENCE N 45° 02' 56" E, a distance of 75.00 feet, along the Southeast line of 3rd Street to an iron rod for the West corner of this 0.8374 acre tract and also the North corner of said 0.4528 acre tract for the POINT OF BEGINNING;

THENCE N 45° 02' 56" E, a distance of 145.61 feet, along the Southeast line of 3rd Street and the Northwest line of this 0.8374 acre tract to an iron rod for the North corner of this 0.8374 acre tract also the West corner of a 0.8346 acre tract;

THENCE S 42° 02' 31" W, a distance of 262.72 feet, along the Southwest line of the said 0.8346 acre tract and the Northeast line of this 0.8374 acre tract to an iron rod for the East corner of this 0.8374 acre tract for the Northwest line of Tract No. 5 and South corner of the

THENCE S 44° 41' 36" W, a distance of 122.22 feet, along the Northwest lines of Tract No. 5, No. 4, No. 3 and No. 2 and the Southeast line of this 0.8374 acre tract to an iron rod for the South corner of this 0.8374 acre tract and also the Northwest line of Tract No. 2 and the East corner of a 0.4528 acre tract;

THENCE N 44° 58' 00" W, a distance of 263.00 feet along the Northwest line of the said 0.4528 acre tract and the Southwest line of this 0.8374 acre tract to the POINT OF BEGINNING and containing 0.8374 acres of land, as surveyed on the ground by Dante Carlomagno, Registered Public Surveyor, #1562. And being the same tract or parcel of land described in Warranty Deed dated April 21, 1981, executed by Margaret Jenkins, a single person, to Frank Gilbert Maldonado, recorded in Volume 283, Pages 449-450, Deed Records, Burleson County, Texas.
SCHEDULE 1

Permitted Title Exceptions

1. Real estate ad valorem taxes for the year in which the Closing occurs (which shall be prorated as provided in the Agreement), and subsequent years.

2. Terms, covenants, conditions and restrictions contained in any restrictive covenants of record as of the Effective Date.

3. Easements and rights-of-ways of record existing as of the Effective Date.

4. Any building setback lines and other matters shown on any recorded plat affecting the Land as of the Effective Date.

5. Zoning ordinances and other governmental regulations.

6. Title to all oil, gas, and other minerals, not limited solely to hydrocarbons vested in others, and all rights pertaining thereto.

7. Encroachments, overlaps and other matters which would be disclosed by an accurate survey of the Land and Improvements.

8. Rights of tenants in possession, as tenants only, under the Leases subject to the requirements relating thereto as contained in the Option Agreement to which this Schedule 1 is attached.

9. Any matters which constitute Title Objections by Buyer but which Owner elects not to cure or which Owner is deemed to have elected not to cure, as provided in the Option Agreement to which this Schedule 1 is attached.
ASSIGNMENT AND
ASSUMPTION OF OPTION
AGREEMENT

This Assignment and Assumption of Option Agreement (this “Assignment”) is entered into this 20th day of February 2020, by and between **Rural Housing Developers – Texas, LLC**, a Texas limited liability company (“Assignor”), and **SDR Investments, LLC**, an Oklahoma limited liability company (“Assignee”).

RECITALS

A. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Option Agreement (“Agreement”).

B. Assignor is a party to that certain Agreement dated November 17, 2019, by and between Assignor, as Buyer, and Somerville Plaza, Ltd., a Texas limited partnership, as Owner, and covering the Property located in Somerville, Burleson County, Texas;

C. Assignor desires to transfer, assign and deliver to Assignee all of Assignor’s rights, duties and obligations under the Agreement to purchase and acquire the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment of Rights and Obligations.** Assignor hereby assigns to Assignee all of its right, title, interest, duties, responsibilities and obligations of whatever kind or nature it may have in, to and under the Agreement. Assignee shall be entitled to any rights and benefits of whatever kind or nature of Assignor as it relates to the purchase of the Property, including any earnest money, deposits, approvals and consents. Assignee hereby assumes the foregoing and agrees to perform all of the duties and obligations of Assignor under the Agreement as if Assignee were originally a party thereto.

2. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective beneficiaries, legal representatives, successors and assigns.

3. **Further Assurances.** The parties hereto agree to take all further actions and execute, acknowledge and deliver all further documents that are reasonably necessary or useful in carrying out the purposes of this Assignment.

4. **Governing Law.** This Assignment shall be governed by the internal laws of the State of Texas, without regard to principles of conflict of law.

[Signature Page Follows]
Dated as of the date above set forth.

ASSIGNOR: RURAL HOUSING DEVELOPERS-TEXAS, LLC, A Texas limited liability company

By: ____________________________
   J. Ryan Hamilton, Manager

ASSIGNEE: SDR INVESTMENTS LLC, An Oklahoma limited liability company

By: ____________________________
   Shawn Smith, Manager
Josefina

This is to confirm that the Option fees for the following properties have been paid:

- Briarcrest Apartments I, Ltd.
- Calvert Arms, Ltd.
- D. Academy Apartments, Ltd.
- D. Hilltop Apartments, Ltd.
- Heritage Place Apartments of Quinlan Texas, Ltd.
- Lone Oak Manor, Ltd.
- Madisonville Manor Senior Citizens Complex, Ltd.
- Marlin Square, Ltd.
- D. Palestine Community Development, Ltd.
- Reno Plaza Apartments of Reno, Texas, Ltd.
- Somerville Plaza, Ltd.
- Tomball Square, Ltd.
- Trinity Manor, Ltd.

--
Gary

Gary L. Maddock
The Megan Group of Companies
2900 N Government Way, #88
Coeur d'Alene, ID 83815
Cell & Office: 913.685.9000
Fax: 913.273.0563
Email: gary@maddock.biz
Website: www.TheMeganGroup.com
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.

stewart title

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

Countersigned by:

Stewart Title Guaranty Company
1717 Main Street, Suite 3500
Dallas, TX 75201

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
CONDITIONS AND STIPULATIONS

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

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.
**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

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

1-800-729-1902

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

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

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

**AVISO IMPORTANTE**

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

1-800-729-1902

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

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

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

FORM: Commitment for Title Insurance
Title insurance insures you against loss resulting from certain risks to your title.

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

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de títulos de emitir la poliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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<th>STEWART TITLE GUARANTY COMPANY</th>
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<td>TEXAS TITLE INSURANCE INFORMATION</td>
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<td>TEXAS TITLE INSURANCE INFORMATION</td>
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Before issuing a Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

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

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

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

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

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

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

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
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: $T.B.D.
       PROPOSED INSURED: Somerville Senior Housing, 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: T.B.D.
       PROPOSED INSURED: TBD
       Proposed Borrower: Somerville Senior Housing, LP

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:

   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13) 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:
   
   Somerville Plaza, LTD

4. Legal description of the land:

   TRACT 1: Being all that certain tract or parcel of land lying and being situated in Burleson County, Texas, out of the J. M. Hardeman Survey, A-140, and being a part of Lot 8 of the Casper Landolt 9th Addition to the Town of Somerville, containing .8374 acres of land and more particularly described in EXHIBIT A attached hereto, being the same property in Deed dated December 3, 1992, to Somerville Plaza, LTD., recorded in Volume 428, Page 272 of the Deed Records of Burleson County, Texas.

   TRACT 2: Being all that certain tract or parcel of land lying and being situated in Burleson County, Texas, out of the J. M. Hardeman Survey, A-140, and being a part of Lot 8 of the Casper Landolt 9th Addition to the Town of Somerville, containing .8346 acres of land and more particularly described in EXHIBIT A attached hereto, being the same property in Deed dated December 3, 1992, to Somerville Plaza, LTD., recorded in Volume 428, Page 281 of the Deed Records of Burleson County, Texas.

   NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement
in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.
EXHIBIT "A"

Tract 1:

BEING all that certain tract or parcel of land lying and being situated in Burleson County, Texas, out of the John M. Hardeman Survey, A-140 and being a part of Lot 8 of the Casper Landolt 9th Addition to the City of Somerville and being a part of the 6.536 acres of and recorded in Volume 12, Page 503, of the Burleson County Mechanic’s Lien Records and being more particularly described as follows:

COMMENCING at an iron rod set in the Southeast line of 3rd Street for the West corner of a 0.4528 acre tract and also the West corner of Lot 8 and also the North corner of Lot 7;
THENCE N. 45°02’56" E. a distance of 75.00 feet, along the Southeast line of 3rd Street to an iron rod for the West corner of this 0.8374 acre tract and also the North corner of said 0.4528 acre tract for the POINT OF BEGINNING;
THENCE N. 45°02’56" E. a distance of 145.61 feet, along the Southeast line of 3rd Street and the Northwest line of this 0.8374 acre tract to an iron rod for the North corner of this 0.8374 acre tract also the West corner of a 0.8346 acre tract;
THENCE S. 42°02’31" E. a distance of 262.52 feet, along the Southwest line of the said 0.8346 acre tract and the Northeast line of this 0.8374 acre tract to an iron rod for the East corner of this 0.8374 acre tract for the Northwest line of Tract No. 5 and South corner of the said 0.8346 acre tract;
THENCE S. 44°41’36" W. a distance of 132.22 feet, along the Northwest lines of Tract No. 5, No. 4, No. 3 and No. 2 and the Southeast line of this 0.8374 acre tract to an iron rod for the South corner of this 0.8374 acre tract and also the Northwest line of Tract No. 2 and the East corner of a 0.4528 acre tract;
THENCE N. 44°58’00" W. a distance of 263.00 feet along the Northeast line of this 0.8374 acre tract and the Southwest line of this 0.8374 acre tract to the POINT OF BEGINNING and containing 0.8374 acres of land, as surveyed on the ground by Dante Carliomagno, Registered Public Surveyor, #1562. And being the same land described in deed dated December 3, 1992, from Frank Gilbert Maldonado, Jr., et. ux. to Somerville Plaza, Ltd., recorded in Volume 428, Page 272-275, Deed Records, Burleson County, Texas.

Tract 2:

BEING all that certain tract or parcel of land lying and being situated in Burleson County, Texas, containing 0.5346 acres of land, out of the J. M. Hardeman Survey, A-139, and being a part of Lot 8 of the Casper Landolt 9th Addition to the Town of Somerville, and being a part of the 6.536 acres of land described in Mechanic’s Lien Contract recorded in Volume 12, Page 503 of the Burleson County Mechanic’s Lien Records, Burleson County, Texas, and more particularly described as follows:

BEGINNING at the West corner of the Joe Rangel Lot on the Southeast R.O.W. line on 3rd Street and being S 45° 03’ 00" W., a distance of 180.0 feet from the North corner of said Lot No. 8, and now being the North corner of this tract;
THENCE S 39° 06’ 50" E. a distance of 262.72 feet to a 5/8" iron rod on the South corner of the Joe Rangel lot and also being the East corner of this lot;
THENCE S 44° 41’ 36" W. a distance of 132.22 feet to a 5/8” iron rod for this lot;
THENCE N 42° 01’ 31" W. a distance of 262.52 feet to a 5/8” iron rod set on the Southeast R.O.W. line of 3rd Street for the West corner of this tract;
THENCE N 45° 01’ 56" E. a distance of 145.61 feet to the POINT OF BEGINNING and containing 0.8346 acres of land, as surveyed on the ground February 20, 1980 by Dante Carliomagno, Registered Public Surveyor, #1562. And being the same land described in deed dated March 7, 1981, from Margaret Jenkins to Antonio Gonzales, recorded in Volume 281, Page 1-3, Deed Records, Burleson County, Texas. And being the same land described in deed dated December 3, 1992, from Antonio Gonzales to Somerville Plaza, Inc., recorded in Volume 428, Page 281-284, Deed Records, Burleson County, Texas.
EXCEPTIONS FROM COVERAGE
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   a. Declaration of Land Use Restrictive Covenant for Low Income Housing Tax Credits recorded in Volume 451, Page 186 of the Deed Records of Burleson County, Texas. And Declaration of Land Use Restrictive Covenant for Low Income Housing Tax Credits recorded in Volume 452, Page 384 of the Deed Records of Burleson County, Texas. To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.

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 land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert...
SCHEDULE B

EXCEPTIONS FROM COVERAGE

matters or delete this exception.):

a. Rights of parties in possession. *(Owner Title Policy only)*

b. Ten (10’) foot utility easement dated September 17, 1976, together with all rights incident thereto, executed by Byron Patterson to Gulf States Utilities Company, recorded in Volume 235, Pages 35-36, Deed Records, Burleson County, Texas.

c. Ten (10’) foot utility easement dated November 17, 1976, together with all rights incident thereto, executed by Byron Patterson to Gulf States Utilities Company, recorded in Volume 236, Pages 114-115, Deed Records, Burleson County, Texas.


f. Terms and provisions of the Oil & Gas Lease recorded March 4, 1985, from Margaret Jenkins Whitt, et al to Matador Energy, Inc., recorded in Volume 126, Page 141-159 of the Oil & Gas Lease Records of Burleson County, Texas. TITLE to said interests not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

g. Terms and provisions of the Memorandum of Lease dated June 4, 1998, from Somerville Plaza Limited, also known as Somerville Plaza Apartments, to COINMACH, recorded in Volume 267, Page 454 of the Oil and Gas Lease Records of Burleson County, Texas. The Company makes no representation as to the present ownership of this interest. *(Laundry Lease)*

h. Terms, conditions and stipulations of Waiver of Surface Rights dated October 5, 1993, executed by Margaret Jenkins to Somerville Plaza, Ltd., recorded in Volume 222, Page 204 of the Deed Records of Burleson County, Texas. TITLE to said interests not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests.

i. Mineral and/or royalty reservation described in Deed dated March 7, 1981, from Margaret Jenkins to Antonio Gonzales, recorded in Volume 281, Page 01 of the Deed Records of Burleson County, Texas. TITLE to said interests not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests.

j. Mineral and/or royalty reservation described in Deed dated April 21, 1981, from Margaret Jenkins to Frank Gilbert Maldonado, recorded in Volume 263, Page 449 of the Deed Records of Burleson County, Texas. TITLE to said interests not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests.

k. Terms, conditions, and stipulations of all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, relating to the herein above described property.

l. Subject to the terms and conditions of Texas Water Quality Board, Order No. 73-0124-4, dated January 24, 1973, said Order establishing a regulated zone within the drainage area of the Somerville Reservoir and promulgating rules and regulations for the control of sewage disposal within said zone.

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

EXCEPTIONS FROM COVERAGE

n. Any portion of the herein described property that may lie within the boundaries of a public road or alley.

o. Policy will not guarantee that all sums, as of the date of this policy, for maintenance charges and water service standby charges, have been paid.

p. The tax certificate furnished by the taxing authorities is issued on real estate only. It does not include minerals and/or personal property; therefore, no liability is assumed herein for the payment of said mineral and/or personal property tax.

q. The policy will not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.

r. Any visible and apparent roadway or easement over or across the property, the existence of which does not appear of record.

s. Policy will not insure title to any mobile home that may be located on subject land.
SCHEDULE C

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

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

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

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

6. TITLE COMPANY MUST BE PROVIDED WITH THE FOLLOWING BEFORE ISSUANCE OF THE TITLE POLICY:

7. PAYOFF AND RELEASE OF: Deed of Trust dated October 15, 1993, securing the payment of a Note of even date therewith from Somerville Plaza, Ltd., a Texas limited partnership, to Ervin B. Flencher, Jr., Trustee, payable to Citizens State Bank, in the original amount of $698,400.00, recorded in Volume 141, Page 818 of the Deed of Trust Records of Burleson County, Texas. (No Release of Lien was found for this Deed of Trust.)

8. PAYOFF, RENEWAL EXTENSION OF: Real Estate Deed of Trust For Texas dated May 17, 1994, securing the payment of a Note of even date therewith from Somerville Plaza, Ltd., a Texas limited partnership, to L. George Ellis, Trustee, payable to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, in the original amount of $698,400.00, recorded in Volume 144, Page 313 of the Deed of Trust Records of Burleson County, Texas. (Refinance only)

9. Title Company requires a copy of the Somerville Plaza, Ltd., a Texas limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. The Company requires satisfactory evidence that said limited partnership is registered with the Texas Secretary of State and Franchise Tax Account is active. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.

10. Title Company Disclosures to be executed by Sellers and Buyers.

11. Affidavit as to Debts and Liens to be executed by the Sellers.
12. All ad valorem taxes due and owing on the herein described tract of land for the year 2019 and all prior years are to be paid.
The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:
   - Stewart Information Services Corporation - 100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President - Direct Operations; Steven M. Lessack, Group President - International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Guaranty Company - Commercial Services (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: **Stewart Title Guaranty Company - 100%**

B-2: Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows: **Stewart Information Services Corporation - 100%**

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
   - Matthew W. Morris, David C. Hisey, John L. Killea

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:
   - Matthew W. Morris, Chairman, Chief Executive Officer and President
   - David C. Hisey, Chief Financial Officer, Assistant Secretary-Treasurer
   - John L. Killea, General Counsel
   - Denise Carraux, Secretary & Assistant Treasurer
   - Ken Anderson, Jr., Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

<table>
<thead>
<tr>
<th>Policy</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

Of this total amount will be paid to Stewart Title Guaranty Company; will be retained by Title Insurance Agent; and any 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>or %</td>
<td>Burleson County Title Company</td>
<td>Title Evidence &amp; Exam</td>
</tr>
<tr>
<td>or %</td>
<td></td>
<td></td>
</tr>
<tr>
<td>or %</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.*
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE ___________________________ DATE ___________________________
**STG Privacy Notice**  
Stewart Title Companies

**WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?**

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

The types of personal information we collect and share depend on the product or service that you have sought through us. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes — to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes — information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

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

**SHARING PRACTICES**

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

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056
Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

<table>
<thead>
<tr>
<th>Category</th>
<th>Examples</th>
<th>Collected?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Identifiers.</td>
<td>A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.</td>
<td>YES</td>
</tr>
<tr>
<td>B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).</td>
<td>A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.</td>
<td>YES</td>
</tr>
<tr>
<td>C. Protected classification characteristics under California or federal law.</td>
<td>Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).</td>
<td>YES</td>
</tr>
<tr>
<td>D. Commercial information.</td>
<td>Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.</td>
<td>YES</td>
</tr>
<tr>
<td>E. Biometric information.</td>
<td>Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.</td>
<td>YES</td>
</tr>
<tr>
<td>F. Internet or other similar network activity.</td>
<td>Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.</td>
<td>YES</td>
</tr>
<tr>
<td>G. Geolocation data.</td>
<td>Physical location or movements.</td>
<td>YES</td>
</tr>
<tr>
<td>H. Sensory data.</td>
<td>Audio, electronic, visual, thermal, olfactory, or similar information.</td>
<td>YES</td>
</tr>
<tr>
<td>I. Professional or employment-related information.</td>
<td>Current or past job history or performance evaluations.</td>
<td>YES</td>
</tr>
<tr>
<td>J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).</td>
<td>Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.</td>
<td>YES</td>
</tr>
<tr>
<td>K. Inferences drawn from other personal information.</td>
<td>Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.</td>
<td>YES</td>
</tr>
</tbody>
</table>
Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

**Use of Personal Information**

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

**Consumer Rights and Choices**

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.
Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.
Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request’s receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination
Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice
Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart’s website and update the notice’s effective date. Your continued use of Stewart’s website following the posting of changes constitutes your acceptance of such changes.

Contact Information
If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Website: http://stewart.com/ccpa
Email: Privacyrequest@stewart.com
Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056
Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).

Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

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

Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? [ ]

If yes above, describe relationship: ________________________________

[ ] Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
<th>a. Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? [ ]

If yes above, describe relationship: ________________________________

[ ] Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
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<th>Abbreviated Legal</th>
<th>Acres</th>
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<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

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

2/28/2020
Elected Officials

- **US Representative**: District
- **State Senator**: District
- **State Representative**: District
- **City Mayor**: 
- **County Judge**: 
- **School Superintendent**: District Name, Email
- **Support Letter**: 
- **Presiding officer of Board of Trustees**: Email

Please identify all elected officials which represent the Development Site.

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

**No Pre-Application was submitted**.

If box above is checked, the rest of the form may be left BLANK.

No Pre-Application was submitted.

Support Letter

(If box above is checked, the rest of the form may be left BLANK.)

Please identify all elected officials which represent the Development Site.

** ** 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.
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></td>
<td>Fax or Email</td>
</tr>
</tbody>
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<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

2/28/2020
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

Notifications made at Application:

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

☐ One or more entities described changed between the submission of the pre-application and the Application, and I (We) certify that the new entity was notified as required by 10 TAC §11.203.

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

Part 2. Notifications - Form and Content:

☐ I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date the complete Application is submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

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

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

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

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

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

Part 3. Neighborhood Organizations (competitive HTC only):

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

Certify on next page

2/27/2020
CERTIFICATION OF NOTIFICATIONS (continued)

By: Ryan Hudspeth

Signature of Applicant/Development Owner

Printed Name

Oklahoma

Notary Public, State of

My Commission expires

Oklahoma

County of

2-20-20

Date

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.

20th day of February, 2020

Pamela J. Miller

Notary Public Signature

PAMELA J. MILLER
Notary Public
State of Oklahoma
Commission #19000235. Exp: 01/08/23

2/20/2020
Development Narrative

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

   - [ ] Acquisition/Rehab
   - [ ] and/or: __________ (adaptive reuse select New Construction here and adaptive reuse in next box)
   - [ ] If Acquisition/Rehab or Rehab, original construction year: __________
   - [ ] If Reconstruction, _______ Units Demolished _______ Units Reconstructed

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

   - [ ] Elderly

   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.

2/28/2020
Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

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

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

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

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

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

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

If the Development is financed with debt that does not meet the requirements above, Application must include:

- Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
- Documentation of how resident feedback has been incorporated into Development design;
- Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
- Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;
- MUST evidence that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development’s operations throughout the entire Affordability Period is included behind this Tab.

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.

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:
Somerville Estates (currently dba as Somerville Plaza Apartments) is a 32 unit apartment community located at 785 3rd St., Somerville, TX 77879. The property was originally built in 1994. The applicant is proposing to perform a full rehabilitation of the property to bring it to like-new standards. This property has USDA 515 financing and rental assistance.

5. Funding Request:

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 262,203</td>
<td></td>
</tr>
<tr>
<td>Private 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 can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

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

Has this site/activity previously received TDHCA funds?  **Yes**

If "Yes" Enter Project Number:  **92123** and TDHCA funding source:  **HTC**

Has this site/activity previously received non-TDHCA federal funding?  **Yes**

If yes, source:  **USDA-RD**

Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  **Yes**

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

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

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

If a revised form is submitted, date of submission:  **2/28/2020**
### Development Narrative

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

   - **Acquisition/Rehab**
   - **and/or:**

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

     Previous TDHCA #
     
     92123

     If Acquisition/Rehab or Rehab, original construction year:
     
     1994

     If Reconstruction, Units Demolished

     Units Reconstructed

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

   - **Elderly**

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

      Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.

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

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

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

### Certification for Supportive Housing Applications

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

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

- Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
  - Homeless or Persons at-risk of homelessness
  - Persons with physical, intellectual, and/or developmental disabilities
  - Youth aging out of foster care
  - Persons eligible to receive primarily non-medical home or community-based services
  - Persons transitioning out of institutionalized care
  - Persons unable to secure permanent housing elsewhere due to high barriers
  - Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)
  - Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

    Describe:

    Services will be provided by the Applicant or an Affiliate of the Applicant.

    Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

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

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

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

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

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

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

If the Development is financed with debt that does not meet the requirements above, Application must include:

- Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
- Documentation of how resident feedback has been incorporated into Development design;
- Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
- Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

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

3. Staff Determinations regarding definitions of development activity obtained?

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

4. Narrative

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

If a revised form is submitted, date of submission: ___________________________
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 262,203</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-aside(s) the application will be applying under with an “X”.

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

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk Nonprofit USDA</td>
<td>Select NOFA Select Set-Aside</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?  
Yes

Has this site/activity previously received TDHCA funds?  
Yes

If "Yes" Enter Project Number: 92123 and TDHCA funding source: HTC

Has this site/activity previously received non-TDHCA federal funding?  
Yes

If yes, source: USDA-RD

Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  
Yes

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

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

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

If a revised form is submitted, date of submission: 5/4/2020
Development Activities I

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

   **A. Unit Sizes**

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

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

   and

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

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

2/28/2020
## Development Activities II

**Self Score Total:** 123

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

<table>
<thead>
<tr>
<th>Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points)</th>
<th>Points claimed: 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bedroom Size</td>
<td>Square Footage</td>
</tr>
<tr>
<td>0</td>
<td>550</td>
</tr>
<tr>
<td>1</td>
<td>650</td>
</tr>
<tr>
<td>2</td>
<td>850</td>
</tr>
<tr>
<td>3</td>
<td>1,050</td>
</tr>
<tr>
<td>4</td>
<td>1,250</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Direct Loan Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Points: 0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>At least 10 percent of all low-income Units at 30% or less of AMGI*</th>
<th>Direct Loan Points: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Points: 0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>At least 5 percent of all low-income Units at 30% or less of AMGI*</th>
<th>Direct Loan Points: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Points: 0</td>
<td></td>
</tr>
</tbody>
</table>

| 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. **Points claimed here will appear on the MFDL Self Score tab.** |

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

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

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

<table>
<thead>
<tr>
<th>Direct Loan Points Claimed: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Points: 0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000</th>
<th>Direct Loan Points: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Points: 0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000</th>
<th>Direct Loan Points: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Points: 0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000</th>
<th>Direct Loan Points: 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Points: 0</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>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.</th>
<th>COMPLETE THIS SECTION!</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Possible</strong></td>
<td><strong>Incomplete</strong></td>
</tr>
<tr>
<td>7</td>
<td>Total Number of Units at 50% or less of AMGI</td>
</tr>
<tr>
<td>2</td>
<td>Number of 30% Units used to score points under §11.9(c)(2)*</td>
</tr>
<tr>
<td>5</td>
<td>Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)</td>
</tr>
<tr>
<td>20.83%</td>
<td>Percentage used for calculation of eligible points under §11.9(c)(1)</td>
</tr>
</tbody>
</table>

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

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

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

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

**OR** **(DO NOT COMPLETE BOTH)**

These boxes calculate the score based on information entered but do not populate the Self Score form. Select elected points in the yellow box below.
Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

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

5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]
   - If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:
     - Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points)
     - Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
     - Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
     - At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI. (7 points)

Application is seeking points for Rent Levels of Residents.

6. Resident Services (Competitive HTC Applications and Direct Loan Applications ) [§11.9(c)(3) and §13.6(2)]
   - Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development’s LURA.
   - Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.

Application is seeking points for Resident Services.

7. 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 homelessness 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 homelessness service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

Application is seeking points for Residents with Special Housing Needs.

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

9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]
   - Development will maintain a 35 year Affordability Period.
   - Development will maintain a 40 year Affordability Period.
   - Development will maintain a 45 year Affordability Period.

Application is seeking points for Extended Affordability.

10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]
    - Application requests points for Historic Preservation.

2/28/2020
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.
- Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- At least 75% of the residential units will be within the Certified Historic Structure.

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

- Application is eligible for five (5) points.

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

| Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)] |
|-------------------|-------------------|-------------------|
| X Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019. |
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2020 Qualified Allocation Plan.

**PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):

- Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
- Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
- Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
- Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
- Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

**IN ADDITION, THE DEVELOPMENT IS SUBJECT TO THE FOLLOWING CONDITIONS** (mark all that apply):

- The stipulation to maintain affordability in the contract granting the subsidy indicated above is nearing expiration (i.e. expiration will occur within two calendar years of July 31. See §11.5(3)(E) and (F) of the QAP.
- The HUD-insured or HUD-held mortgage on the Development is eligible for prepayment or is nearing the end of its term (the term will end within two calendar years of July 31, 2020).

**PART B:** DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

- Are owned by a public housing authority (PHA) or a public facility corporation (PFC) created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); OR
- Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND
- Are proposed to be disposed of or demolished by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
- Were disposed of or demolished within the 2 years preceding the application by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
- Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable PHA’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

**PART C:** THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:

- The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
- The Application proposes the same number of restricted units;
- AND EITHER
- The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR
### Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

#### PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); AND
- No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
- Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

#### PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:

- A copy of the recorded LURA and the first years’ IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

**Applications proposing the demolition and Reconstruction of Units will be considered New Construction.**

---

### 2. Existing Development Assistance

#### Part A.

The existing Property is expected to have or continue the following benefit:  

**Rental Assistance**

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

**This property has existing RD 515 loans and partial rental assistance that will be transferred to the new owner and continued to be used in the same manner post rehab.**

- Property has an existing TDHCA LURA
- TDHCA LURA Amendment request has been submitted

A copy of the contract or agreement securing the funds identified above is provided behind this form.

**USDA Rural Development**

- The annual amount of funds is: **$63,585.00**
- The number of units receiving assistance: **19**
- The term of the contract or agreement is (date): **1/1/2019**
- The expiration of the contract or agreement is (date): **1/1/2020**

#### Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s): **N/A**

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis? **No**

Was the building occupied at any time during the last ten years? **Yes**

Was the building occupied or suitable for occupancy at the time of purchase? **Yes**

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule? **Yes**

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)?

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development? **6**

---

2/28/2020
**Are all the buildings currently under control by the Development Owner?**

Yes

**If “No”, how many buildings are under control by the Development Owner?**

**When will the remaining buildings be under control?**

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s)</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>785 3rd St., Somerville, TX 77879</td>
<td>Purchase Contract</td>
<td>#</td>
<td>24</td>
<td>695,680</td>
</tr>
</tbody>
</table>

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:
   - Related Party
   - Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:
   - Determined with reference to Seller’s Basis
   - Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>785 3rd St., Somerville, TX 77879</td>
<td>12/31/1994</td>
<td>in 2021</td>
<td>27</td>
</tr>
</tbody>
</table>

3. **Lead Based Paint (Direct Loan Applications Only)**

   Development constructed before January 1, 1978
   - Yes

   If yes, check each of the following that applies [24 CFR 35.115]:
   - Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
   - The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.
   - Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.
   - An inspection performed according to HUD standards found the property contained no lead-based paint.
   - According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.
   - The rehabilitation will not disturb any painted surface.
   - The property has no bedrooms.
   - The property is currently vacant and will remain vacant until demolition.

2/28/2020
RENTAL ASSISTANCE AGREEMENT

CASE NO. 49-026-942039724
PROJECT NO. 01-8

This Agreement effective on the 1st day of JANUARY 1, 2012 between

SOMERVILLE PLAZA LTD.

("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

Section 1 The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located at 1501 3RD STREET, SOMERVILLE, TEXAS 77879 and known as SOMERVILLE PLAZA consisting of 24 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

Section 2 The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

Section 3 Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

Section 4 In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

Section 5 Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

Section 6 Provisions Applicable if the Borrower is a Cooperative -

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.
Section 7  **Renegotiation, Modification, Transfer, Termination** -

(a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.

(b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.

(c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

Section 8  **Term of Agreement and Condition for Termination** -

(a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.

(b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part of this Agreement.

Section 9  **Special Conditions** - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.

---

**By:** 

**Date:** 6-7-12

---

**Section 10  Record of Attachments For RD 3560-51 (Part III) or RD 3560-55**

<table>
<thead>
<tr>
<th>Agreement #</th>
<th>Units</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>120100</td>
<td>19</td>
<td>$70,452.00</td>
</tr>
<tr>
<td>130100</td>
<td>19</td>
<td>$70,452.00</td>
</tr>
<tr>
<td>140100</td>
<td>19</td>
<td>$70,452.00</td>
</tr>
<tr>
<td>150100</td>
<td>19</td>
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<tr>
<td>160100</td>
<td>19</td>
<td>$69,358.00</td>
</tr>
<tr>
<td>170100</td>
<td>19</td>
<td>$69,358.00</td>
</tr>
<tr>
<td>190100</td>
<td>19</td>
<td>$69,358.00</td>
</tr>
<tr>
<td>KB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SM</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$462,025.00</strong></td>
</tr>
</tbody>
</table>

---

The highlighted row indicates a specific agreement that is to be included in the record of attachments.
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.

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

Countersigned by:

[Signatures]

Stewart Title Guaranty Company
1717 Main Street, Suite 3500
Dallas, TX 75201

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
CONDITIONS AND STIPULATIONS

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

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

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

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

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

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

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

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

FORM: Commitment for Title Insurance
Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

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

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

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

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
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: $T.B.D.
       PROPOSED INSURED: Somerville Senior Housing, 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: T.B.D.
       PROPOSED INSURED: TBD
       Proposed Borrower: Somerville Senior Housing, LP

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:

   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13) 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:
   Somerville Plaza, LTD

4. Legal description of the land:

   TRACT 1: Being all that certain tract or parcel of land lying and being situated in Burleson County, Texas, out of
   the J. M. Hardeman Survey, A-140, and being a part of Lot 8 of the Casper Landolt 9th Addition to the Town of
   Somerville, containing .8374 acres of land and more particularly described in EXHIBIT A attached hereto, being
   the same property in Deed dated December 3, 1992, to Somerville Plaza, LTD., recorded in Volume 428, Page
   272 of the Deed Records of Burleson County, Texas.

   TRACT 2: Being all that certain tract or parcel of land lying and being situated in Burleson County, Texas, out of
   the J. M. Hardeman Survey, A-140, and being a part of Lot 8 of the Casper Landolt 9th Addition to the Town of
   Somerville, containing .8346 acres of land and more particularly described in EXHIBIT A attached hereto, being
   the same property in Deed dated December 3, 1992, to Somerville Plaza, LTD., recorded in Volume 428, Page
   281 of the Deed Records of Burleson County, Texas.

   NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement
in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.
Tract 1:

BEING all that certain tract or parcel of land lying and being situated in Burleson County, Texas, out of the John M. Hardeman Survey, A-140 and being a part of Lot 8 of the Casper Landolt 9th Addition to the City of Somerville and being a part of the 6.536 acres of and recorded in Volume 12, Page 503, of the Burleson County Mechanic's Lien Records and being more particularly described as follows:

COMMENCING at an iron rod set in the Southeast line of 3rd Street for the West corner of a 0.4528 acre tract and also the West corner of Lot 8 and also the North corner of Lot 7;

THENCE N. 45° 02' 56" E. a distance of 75.00 feet, along the Southeast line of 3rd Street to an iron rod for the West corner of this 0.8374 acre tract and also the North corner of said 0.4528 acre tract for the POINT OF BEGINNING;

THENCE N. 45° 02' 56" E. a distance of 145.61 feet, along the Southeast line of 3rd Street and the Northwest line of this 0.8374 acre tract to an iron rod for the North corner of this 0.8374 acre tract also the West corner of a 0.8346 acre tract;

THENCE S. 42° 02' 31" E. a distance of 262.52 feet, along the Southwest line of the said 0.8346 acre tract and the Northeast line of this 0.8374 acre tract to an iron rod for the East corner of this 0.8374 acre tract for the Northwest line of Tract No. 5 and South corner of the said 0.8346 acre tract;

THENCE S. 44° 41' 36" W. a distance of 132.22 feet, along the Northwest lines of Tract No. 5, No. 4, No. 3 and No. 2 and the Southeast line of this 0.8374 acre tract to an iron rod for the South corner of this 0.8374 acre tract and also the Northwest line of Tract No. 2 and the East corner of a 0.4528 acre tract;

THENCE N. 44° 58' 00" W. a distance of 263.00 feet along the Northeast line of the said 0.4528 acre tract and the Southwest line of this 0.8374 acre tract to the POINT OF BEGINNING and containing 0.8374 acres of land, as surveyed on the ground by Dante Carolomagno, Registered Public Surveyor, #1562. And being the same land described in deed dated December 3, 1992, from Frank Gilbert Maldonado, Jr., et. ux. to Somerville Plaza, Ltd., recorded in Volume 428, Page 272-275, Deed Records, Burleson County, Texas.

Tract 2:

BEING all that certain tract or parcel of land lying and being situated in Burleson County, Texas, containing 0.5346 acres of land, out of the J. M. Hardeman Survey, A-139, and being a part of Lot 8 of the Casper Landolt 9th Addition to the Town of Somerville, and being a part of the 6.536 acres of land described in Mechanic's Lien Contract recorded in Volume 12, Page 503 of the Burleson County Mechanic's Lien Records, Burleson County, Texas, and more particularly described as follows:

BEGINNING at the West corner of the Joe Rangel Lot on the Southeast R.O.W. line on 3rd Street and being S 45° 03' 00" W, a distance of 180.0 feet from the North corner of said Lot No. 8, and now being the North corner of this tract;

THENCE S 39° 06' 50" E. a distance of 262.72 feet to a 5/8" iron rod on the South corner of the Joe Rangel lot and also being the East corner of this lot;

THENCE S 44° 41' 36" W. a distance of 132.22 feet to a 5/8" iron rod for this lot;

THENCE N 42° 02' 31" W. a distance of 262.52 feet to a 5/8" iron rod set on the Southeast R.O.W. line of 3rd Street for the West corner of this tract;

THENCE N 45° 02' 56" E. a distance of 145.61 feet to the POINT OF BEGINNING and containing 0.8346 acres of land, as surveyed on the ground February 20, 1980 by Dante Carolomagno, Registered Public Surveyor, #1562. And being the same land described in deed dated March 7, 1981, from Margaret Jenkins to Antonio Gonzales, recorded in Volume 281, Page 1-3, Deed Records, Burleson County, Texas. And being the same land described in deed dated December 3, 1992, from Antonio Gonzales to Somerville Plaza, Inc., recorded in Volume 428, Page 281-284, Deed Records, Burleson County, Texas.
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 (We must either insert specific recording data or delete this exception):
   a. Declaration of Land Use Restrictive Covenant for Low Income Housing Tax Credits recorded in Volume 451, Page 186 of the Deed Records of Burleson County, Texas. And Declaration of Land Use Restrictive Covenant for Low Income Housing Tax Credits recorded in Volume 452, Page 384 of the Deed Records of Burleson County, Texas. To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitations or discrimination based oil race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.

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 land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert
matters or delete this exception.):

a. Rights of parties in possession.  *(Owner Title Policy only)*

b. Ten (10') foot utility easement dated September 17, 1976, together with all rights incident thereto, executed by Byron Patterson to Gulf States Utilities Company, recorded in Volume 235, Pages 35-36, Deed Records, Burleson County, Texas.

c. Ten (10') foot utility easement dated November 17, 1976, together with all rights incident thereto, executed by Byron Patterson to Gulf States Utilities Company, recorded in Volume 236, Pages 114-115, Deed Records, Burleson County, Texas.


f. Terms and provisions of the Oil & Gas Lease recorded March 4, 1985, from Margaret Jenkins Whitt, et al to Matador Energy, Inc., recorded in Volume 126, Page 141-159 of the Oil & Gas Lease Records of Burleson County, Texas. TITLE to said interests not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

g. Terms and provisions of the Memorandum of Lease dated June 4, 1998, from Somerville Plaza Limited, also known as Somerville Plaza Apartments, to COINMACH, recorded in Volume 267, Page 454 of the Oil and Gas Lease Records of Burleson County, Texas. The Company makes no representation as to the present ownership of this interest. *(Laundry Lease)*

h. Terms, conditions and stipulations of Waiver of Surface Rights dated October 5, 1993, executed by Margaret Jenkins to Somerville Plaza, Ltd., recorded in Volume 222, Page 204 of the Deed Records of Burleson County, Texas. TITLE to said interests not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests.

i. Mineral and/or royalty reservation described in Deed dated March 7, 1981, from Margaret Jenkins to Antonio Gonzales, recorded in Volume 281, Page 01 of the Deed Records of Burleson County, Texas. TITLE to said interests not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests.

j. Mineral and/or royalty reservation described in Deed dated April 21, 1981, from Margaret Jenkins to Frank Gilbert Maldonado, recorded in Volume 283, Page 449 of the Deed Records of Burleson County, Texas. TITLE to said interests not checked subsequent to date of aforesaid instrument. The Company makes no representation as to the present ownership of any such interests.

k. Terms, conditions, and stipulations of all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, relating to the herein above described property.

l. Subject to the terms and conditions of Texas Water Quality Board, Order No. 73-0124-4, dated January 24, 1973, said Order establishing a regulated zone within the drainage area of the Somerville Reservoir and promulgating rules and regulations for the control of sewage disposal within said zone.

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

n. Any portion of the herein described property that may lie within the boundaries of a public road or alley.

o. Policy will not guarantee that all sums, as of the date of this policy, for maintenance charges and water service standby charges, have been paid.

p. The tax certificate furnished by the taxing authorities is issued on real estate only. It does not include minerals and/or personal property; therefore, no liability is assumed herein for the payment of said mineral and/or personal property tax.

q. The policy will not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate.

r. Any visible and apparent roadway or easement over or across the property, the existence of which does not appear of record.

s. Policy will not insure title to any mobile home that may be located on subject land.
SCHEDULE C

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

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

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

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

6. TITLE COMPANY MUST BE PROVIDED WITH THE FOLLOWING BEFORE ISSUANCE OF THE TITLE POLICY (IES):

7. PAYOFF AND RELEASE OF: Deed of Trust dated October 15, 1993, securing the payment of a Note of even date therewith from Somerville Plaza, Ltd., a Texas limited partnership, to Ervin B. Flencher, Jr., Trustee, payable to Citizens State Bank, in the original amount of $698,400.00, recorded in Volume 141, Page 818 of the Deed of Trust Records of Burleson County, Texas. (No Release of Lien was found for this Deed of Trust.)

8. PAYOFF, RENEWAL EXTENSION OF: Real Estate Deed of Trust For Texas dated May 17, 1994, securing the payment of a Note of even date therewith from Somerville Plaza, Ltd., a Texas limited partnership, to L. George Ellis, Trustee, payable to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, in the original amount of $698,400.00, recorded in Volume 144, Page 313 of the Deed of Trust Records of Burleson County, Texas. (Refinance only)

9. Title Company requires a copy of the Somerville Plaza, Ltd., a Texas limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. The Company requires satisfactory evidence that said limited partnership is registered with the Texas Secretary of State and Franchise Tax Account is active. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.

10. Title Company Disclosures to be executed by Sellers and Buyers.

11. Affidavit as to Debts and Liens to be executed by the Sellers.
12. All ad valorem taxes due and owing on the herein described tract of land for the year 2019 and all prior years are to be paid.
Policy Commitment No.: 20000220121

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation - 100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Guaranty Company - Commercial Services (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company - 100%

B-2: Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows: Stewart Information Services Corporation - 100%

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

Matthew W. Morris, David C. Hisey, John L. Killea

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

Matthew W. Morris
David C. Hisey
John L. Killea
Denise Carraux
Ken Anderson, Jr.
Chairman, Chief Executive Officer and President
Chief Financial Officer, Assistant Secretary-Treasurer
General Counsel
Secretary & Assistant Treasurer
Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy
Loan Policy
Endorsement Charges
Other
Total $0.00

Of this total amount will be paid to Stewart Title Guaranty Company; will be retained by Title Insurance Agent; and any 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>or</td>
<td>% Burleson County Title Company</td>
<td>Title Evidence &amp; Exam</td>
</tr>
<tr>
<td>or</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>or</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE ______________________________ DATE ______________________________
STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

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

The types of personal information we collect and share depend on the product or service that you have sought through us. In the section below, we list the reasons that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

### Reasons we can share your personal information.

<table>
<thead>
<tr>
<th>Reason for Sharing</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes— to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

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

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title Companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056
Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this Privacy Notice for California Residents ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

<table>
<thead>
<tr>
<th>Category</th>
<th>Examples</th>
<th>Collected?</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Identifiers.</td>
<td>A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.</td>
<td>YES</td>
</tr>
<tr>
<td>B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).</td>
<td>A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.</td>
<td>YES</td>
</tr>
<tr>
<td>C. Protected classification characteristics under California or federal law.</td>
<td>Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).</td>
<td>YES</td>
</tr>
<tr>
<td>D. Commercial information.</td>
<td>Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.</td>
<td>YES</td>
</tr>
<tr>
<td>E. Biometric information.</td>
<td>Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.</td>
<td>YES</td>
</tr>
<tr>
<td>F. Internet or other similar network activity.</td>
<td>Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.</td>
<td>YES</td>
</tr>
<tr>
<td>G. Geolocation data.</td>
<td>Physical location or movements.</td>
<td>YES</td>
</tr>
<tr>
<td>H. Sensory data.</td>
<td>Audio, electronic, visual, thermal, olfactory, or similar information.</td>
<td>YES</td>
</tr>
<tr>
<td>I. Professional or employment-related information.</td>
<td>Current or past job history or performance evaluations.</td>
<td>YES</td>
</tr>
<tr>
<td>J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).</td>
<td>Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.</td>
<td>YES</td>
</tr>
<tr>
<td>K. Inferences drawn from other personal information.</td>
<td>Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.</td>
<td>YES</td>
</tr>
</tbody>
</table>
Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.
Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.
Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request’s receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart’s website and update the notice’s effective date. Your continued use of Stewart’s website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Website: http://stewart.com/ccpa
Email: Privacyrequest@stewart.com
Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX  77056
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided.

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

AND

- **UPLOAD SEPARATELY FROM THE APPLICATION**, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; ($2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. ($2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not ($§2306.6705(6)).

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section)
  https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
- Number of housing units (including Manufactured Housing Units) on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of businesses on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of nonprofit organizations on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of farms on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

Each of the following items, as applicable, is provided behind this tab:

- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).
The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 (“Section 104(d)) and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.
☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

2/28/2020
## Operating Statement - 12 Month Actuals

**Calendar Year:** 2019

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>December</td>
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</table>

**TOTAL INCOME:** 125,871.84

---

### INCOME

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<tr>
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<th>Description</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<th>September</th>
<th>October</th>
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**Note:** EXPENSE amounts are not shown in the table. The total expenses for each month can be calculated by subtracting the INCOME amounts from the total income. The total expenses for the year would be calculated by subtracting the total expenses from the total income for the year.
## Operating Statement - 12 Month Actuals

**Somerville Plaza**  
785 3rd Street  
Somerville, TX 77879

**Calendar Year:** 2019  
**Date:** 02/03/2020  
**Time:** 4:35 pm

### Total Expenses and Net Income YTD

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<th>COA No.</th>
<th>Description</th>
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<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
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<tbody>
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<td>13.00</td>
<td>131.00</td>
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</tr>
</tbody>
</table>

**Total Expenses**

- January: 11,873.28
- February: 6,819.78
- March: 8,609.75
- April: 11,177.52
- May: 10,354.35
- June: 7,386.36
- July: 7,589.70
- August: 6,506.14
- September: 7,538.16
- October: 8,108.28
- November: 13,284.66
- December: 14,996.03
- **Total:** 114,244.01

**Net Income YTD**

- January: -2,027.94
- February: 2,856.66
- March: 357.94
- April: -522.56
- May: 863.87
- June: 3,825.87
- July: 3,165.60
- August: 4,758.60
- September: 2,404.82
- October: 2,132.20
- November: -1,898.33
- December: -3,899.00
- **Total:** 11,627.83
Tenant Notification

All current residents received notice of the intention to submit a tax credit application in an attempt to secure funds to rehab the property. Notice of the pending application submissions was posted onsite and additional information was disseminated to each resident by the onsite manager. More detailed information about tenant involvement going forward, can be found in the Relocation Plan provided.
RELOCATION PLAN

for the

Somerville Estates

(currently dba Somerville Plaza Apartments)

Project Overview
SDR Investments, LLC (the “Developer”) has applied for funding assistance from the Texas Department of Housing & Community Affairs (TDHCA) to assist with a proposed rehabilitation project that will be known as Somerville Estates located at 785 3rd St., Somerville, TX 77879. All tenants will be notified of the proposed project prior to relocation activity by General Information Notice (“GIN”) sent via certified mail or hand delivered, followed by a Notice of Non-Displacement upon closing that explains the reasonable terms and conditions under which the person may lease and occupy a unit once the rehab is completed. This plan is based on current project conditions and is subject to change.

URA Applicability
The Developer has not applied for HOME funds to carry out the rehabilitation, however, the housing units in the proposed project area currently receive federal financial assistance through the Section 515 Rural Rental Housing program, administered by the USDA, which will continue during and after the proposed rehabilitation. Though not technically required, this plan is modeled to comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (the URA), in addition to any other applicable state or local regulations and policies.

Project Description
The project consists of 24 affordable one and two-bedroom units. The Developer intends to complete the substantial rehabilitation of all units in two phases of 12 units each. The rehabilitation and relocation activities are estimated to take approximately 5-6 months to complete. There will be an initial move of a number of households to temporary housing to consolidate vacancies and provide fully vacated buildings so the rehabilitation work can begin. The exact number of temporary moves needed will be based on occupancy figures at the time. The Developer will utilize their contracted relocation consultant to coordinate the relocation process during the construction period.

The goal of this project is to minimize displacement. As much as it is possible, efforts will be made to carry out the rehabilitation work in phasing that will limit the amount of disruption to the residents and the total number of household moves. The temporary moves are necessary in order to vacate enough units to begin the rehab work. All other households will be permanently moved within the project to newly rehabbed units as they are completed (not necessarily their original unit). The Developer will provide moving services to move each household as necessary to temporary units as well as to newly rehabilitated permanent units. All utility reconnection fees and other reasonable out-of-pocket expenses will be paid for by the Developer in connection with either the permanent or temporary moves.
**Temporary Moves**

Some temporary moves will be necessary to vacate the first groups of units needed to successfully carry out each phase of the rehabilitation work. Additional temporary moves may be necessary to accommodate special needs households or other unforeseen circumstances that arise during the course of a renovation project of this nature. All temporary moves will be for less than 12 months as required under the URA and all costs associated with the temporary moves will be covered by the Developer, including any rent differentials that may exist for the period of the temporary move.

**ON SITE:**

All terms of the temporary moves will be reasonable as required. In the event a household must be moved temporarily to another unit in the project prior to or during rehabilitation, each affected household will be notified with reasonable advanced written notice of the date of the temporary move and approximate duration of the temporary move. Each household will be notified of the address of the suitable unit for the temporary move and the terms and conditions under which they may lease a suitable decent, safe and sanitary rehabilitated unit in the project once the rehabilitation is completed. They will also be offered moving services and reimbursement for all reasonable out of pocket expenses incurred with the move, including utility transfer and reconnection fees. All available vacancies within the project area will be evaluated and considered for use as temporary housing. Those vacancies that either currently meet or can reasonably be brought up to meet the URA’s decent, safe and sanitary requirements for suitable temporary housing will be utilized first. Temporary units will be assigned based on those that are most comparable and proximate to the temporary move household’s current unit.

**OFF SITE:**

Due to the lack of existing vacant units on site, it is very likely that some households will be required to temporarily move to suitable off-site housing during the renovation. Comparable rental units will be identified by the Developer and relocation contractor that meet the needs of the households required to temporarily relocate off site. Potential off-site rental units identified by a resident may be considered as long as the terms and conditions as required under the URA are met. The Developer will be responsible for negotiating the terms of the rental arrangements with any third-party landlords as necessary. In addition to the moving expenses, any required security deposit or monthly rent differential will be paid by the Developer.

As much as possible, potential off-site housing units will be identified that are within a reasonable distance from the project site. However, due to the size and geographical location of Somerville it is anticipated that potential off-site rental housing may be located outside of the immediate Somerville area.

As an alternative to temporary rental housing, some residents may choose to stay with family or friends during the construction process. The Developer will be responsible for moving their property to nearby storage and back into their newly rehabbed permanent apartment when available. Additionally, while not required, the Developer will offer each household choosing to move with family or friends a monthly dislocation allowance of $150 for the additional inconvenience. Similar to other off-site temporary moves, residents
choosing to stay with family or friends should expect to remain off site until the final phase of construction or as soon as a suitable newly rehabbed unit is available to offer.

**Permanent Moves within the Project**
Households that will remain in the project will be required to move permanently to a newly rehabbed unit within the project. Tenants will not be displaced and will be allowed to remain in the project, however, not necessarily in the same unit. Each household to be permanently moved within the project will be issued the appropriate notices and permanently moved to a suitable decent, safe and sanitary rehabilitated unit within the project. Each household will also be given reasonable advanced written notice of the date of the planned move to their newly rehabilitated unit and will be offered moving services and reimbursement for all reasonable out of pocket expenses incurred with the move, including utility transfer and reconnection fees.

**Accessibility**
Modification or conversion of existing units per the rehabilitation plans will provide sufficient supply of ADA compliant units to meet or exceed current requirements under the law. Exterior modifications to the buildings that house the ADA units will be made as necessary to insure there are no impediments to accessibility.

Special consideration will be given to those households currently in or requiring ADA compliant or handicapped accessible units. If a temporary move is determined to be necessary, special needs households will get priority to temporarily relocate to another vacant unit on site with the appropriate modifications made to meet the household needs. They will also be offered packing assistance and moving services as well as reimbursement for all reasonable out of pocket expenses incurred with the move, including utility transfer, reconnection fees and any rent differentials that may exist for the period of the temporary move. All existing households will be evaluated and assigned to the accessible units available that best meet or exceed their needs. While not anticipated at this time, in the event we are unable to accommodate handicapped/disabled tenants on site temporarily, we will seek out available accessible units at other nearby apartment communities to lease on their behalf.

**Displaced Households**
The Developer will be responsible for providing benefits to any households who may become displaced as a result of the project. Displaced households will receive relocation assistance at the time they are required to move. Households that must permanently move from the project will be provided full displacement benefits as required. However, no displacement is anticipated.

**Counseling and Other Advisory Services**
Once the development has been approved and is 45-60 days from construction starting, we will schedule a tenant meeting to discuss the construction and relocation process. At that time, we will ask for input from the tenants as to their preference for relocation and determine any special accommodations. The input of each tenant’s relocation needs and wishes will be accommodated to the best of our ability. SDR is committed to making this process as simple and hassle free as possible for each tenant during this rehabilitation.
The Developer will provide assistance to all residents, both non-displaced and those that may be displaced by this project. In the event tenants become displaced as a result of this project, the appropriate assistance will be provided to residents including applicable written notices and referrals to at least three decent, safe and sanitary replacement housing units. Residents will be assisted in claiming benefits and will receive referrals for social services, as needed. Again, displacement is not anticipated.

**Relocation Budget**

An approximate budget amount of $3,000/unit has been established. This amount is based on our recent experiences with similar completed LIHTC/USDA-RD rehab developments.

Below is what we expect per unit.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moving/Storage</td>
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<tr>
<td>Rent/Hotel Expenses</td>
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<tr>
<td>Utilities/Deposits</td>
<td>$200</td>
</tr>
<tr>
<td>Misc</td>
<td>$150</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,000 x 24 units = $72,000</strong></td>
</tr>
</tbody>
</table>

**Recordkeeping**

All tenant letters, tenant information, relocation plans, and evidence of payment will be filed and stored upon completion of this project for review. Development Resource Partners, LLC (DRP), that will be overseeing the relocation, will retain the files for a minimum of 3 years from the date of completion of the project. DRP is a private firm with over 25 years of experience specializing in the relocation policies and legislation that govern state, local and federally funded redevelopment projects.

**RELOCATION SPECIALIST CONTACT:**

Development Resource Partners, LLC  
Attn: Laurie Wilson  
4193 Crescent Dr., Suite C  
St. Louis, MO 63129  
P: 314-395-9905, Ext. 4  
F: 314-395-9903  
Lwilson@drpartnersllc.com
must include the square footage of each type of Unit; and
must include floor plans for the accessible Units.

- Elevations for each side of each building type which include:
  - a percentage estimate of the exterior composition of each elevation; and
  - roof pitch.

Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.

2/28/2020
NOTE: PROJECT FIRST OCCUPIED APPROX. 1993

OTHER CONSTRUCTION:
EXISTING 1-HR DWELLING UNIT SEPARATION WALLS (ASSUMED)
EXISTING 1-HR OFFICE/LAUNDRY/MAINTENANCE SEPARATION WALL (ASSUMED)

TOTAL ALLOW. AREA:
7,000 SF PER FLOOR - R-2;
9,000 SF PER FLOOR - B

TOTAL ACTUAL AREA:
EXISTING TO REMAIN - LESS THAN 7,000 SF PER FLOOR - R-2;
LESS THAN 9,000 SF PER FLOOR B

TOTAL ALLOW.

HEIGHT & FLOORS:
40'-0", 2 STORIES @ R-2 AND B

SITE DATA
SITE ZONING:
EXISTING TO REMAIN

SITE SIZE:
1.67 ACRES

SITE DENSITY:
(24) UNITS ON 1.67 ACRES = 14.37 UNITS / ACRE

FIRE CODE:
2006 IFC

ACCESSIBILITY:
FAIR HOUSING, UFAS, TAS (TEXAS ACCESSIBILITY STANDARDS)

TDHCA:
USDA/RD STATE POLICIES AND GUIDELINES

MISC.:
APPLICABLE FEDERAL, STATE & LOCAL CODES, LAWS AND ORDINANCES

NO. OF PARKING SPACES:
(29) TYPICAL + (3) ACC. + (2) VAN ACC. = (34) TOTAL

CODES AND REGULATIONS
BLDG. & RELATED CODES:
2015 IEBC (ALTERATION LEVEL ONE AT RESIDENTIAL UNITS AND EXISTING OLM)
2015 IECC
2015 IMC
2015 IPC

ELECT. CODE:
2017 NEC

BUILDING CODE DATA
USE GROUP:
EXISTING R-2 AT RESIDENTIAL UNITS;
EXISTING B AT COMMUNITY BUILDING (LESS THAN 49 OCCUPANTS)

CONSTRUCTION TYPE:
EXISTING VB (ASSUMED) -R-2 & B

EXTERIOR WALL CONSTRUCTION:
EXISTING NON-RATED (ASSUMED) -R-2 & B

TOTAL ACTUAL
HEIGHT & FLOORS:
EXISTING TO REMAIN - LESS THAN 40'-0", 1 STORY TOTAL - R-2 & B

HEIGHT/AREA
ADJUSTMENTS:
NONE REQUIRED, NONE TAKEN

OCCUPANT LOAD:
EXISTING TO REMAIN

SPRINKLER SYSTEM:
NONE REQUIRED, NONE INSTALLED

PROJECT LOCATION MAP
SITE:
SOMERVILLE, BURLESON COUNTY, TEXAS

UNIT & BUILDING TYPE MATRIX

BUILDING TYPE
TOTAL NUMBER OF RESIDENTIAL UNITS

UNIT LABEL
NUMBER OF RESIDENTS
NUMBER OF BATHS
TOTAL NUMBER OF UNITS
TOTAL SF / PER UNIT

BUILDING NAME 1 2 3 4 5 6 6
BUILDING TYPE A B B C B D TOTAL NUMBER OF RESIDENTIAL BUILDINGS

INDEX TO DRAWINGS
A02 LEVEL PLAN
A03 SITE PLAN
A04 AXONOMETRIC DRAWINGS
A05 ELECTRICAL PLAN
A06 MECHANICAL PLAN
A07 STRUCTURAL PLAN
A08 FACILITY PLAN
A09 SITE PLAN
A10 ARCHITECTURAL PLAN
A11 ARCHITECTURAL/ENGINEERING
A12 ENGINEERING PLAN
A13 INTERIOR PLAN

ARCHITECT'S JOB NO. 4136
PROJECT LOCATION MAP
SITE:
SOMERVILLE, BURLESON COUNTY, TEXAS

UNIT & BUILDING TYPE MATRIX

BUILDING TYPE
TOTAL NUMBER OF RESIDENTIAL UNITS

UNIT LABEL
NUMBER OF RESIDENTS
NUMBER OF BATHS
TOTAL NUMBER OF UNITS
TOTAL SF / PER UNIT

BUILDING NAME 1 2 3 4 5 6 6
BUILDING TYPE A B B C B D TOTAL NUMBER OF RESIDENTIAL BUILDINGS

INDEX TO DRAWINGS
A02 LEVEL PLAN
A03 SITE PLAN
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A09 SITE PLAN
A10 ARCHITECTURAL PLAN
A11 ARCHITECTURAL/ENGINEERING
A12 ENGINEERING PLAN
A13 INTERIOR PLAN

ARCHITECT'S JOB NO. 4136
BUILDINGS "A & D" FRONT ELEVATION

BUILDINGS "A & D" SIDE ELEVATION

BUILDINGS "A & D" REAR ELEVATION

BUILDINGS "B & C" SIDE ELEVATIONS

BUILDINGS "B & C" FRONT AND REAR ELEVATIONS

BUILDINGS "1 & 6" EXTERIOR COMPOSITION:
SIDING: 32%
BRICK: 68%

BUILDINGS "2, 3, 4 & 5" EXTERIOR COMPOSITION:
SIDING: 33%
BRICK: 67%
COMMUNITY BUILDING LEFT ELEVATION
COMMUNITY BUILDING FRONT ELEVATION
COMMUNITY BUILDING RIGHT ELEVATION
COMMUNITY BUILDING REAR ELEVATION
### 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.

#### Development will have:
- Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

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<th>Paid</th>
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<tr>
<td>Attached Garage Spaces</td>
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<td>Structured Parking Garage Spaces</td>
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<th>Ceiling Height</th>
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<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
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<td>% Other</td>
<td>Describe:</td>
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#### Building Label

<table>
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<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Buildings</td>
<td>1</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

#### Unit Types

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-BR</td>
<td>1</td>
<td>1</td>
<td>644</td>
<td>2</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2-BR</td>
<td>2</td>
<td>1</td>
<td>774</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

**Totals**

| Number of Units | 4 | 12 | 4 | 4 | - | - | - | - | - | - | 24 |
| Total Sq. Ft for Unit Type | 12,880 | - | 3,096 | - | - | - | - | - | - | - | 15,976 |

If a revised form is submitted, date of submission: 

Net Rentable Square Footage from Rent Schedule: 15,976

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

Information below to be used by Supportive Housing Applicants only.

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

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

- Ensure that this number matches your architectural drawings.

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

- 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): 15,976

2/28/2020
## 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.

### Mobility Units Calculation Table

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1-BR (644 SF)</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2-BR (774 SF)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>24</td>
<td>1.2</td>
<td>2</td>
<td>2</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>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874 sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: __________________________ M. Randall Porter __________________________

Signature Printed Name

2/20/2020 __________________________

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>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1-BR (644 SF)</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2-BR (774 SF)</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</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>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>24</td>
<td>0.48</td>
<td>2</td>
<td>1</td>
<td>1</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>0</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>68</td>
<td>1.36</td>
<td>3</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

2/20/2020
Date

M. Randall Porter
Printed Name

Wallace Architects, LLC
Firm Name (If applicable)
When the number of parking spaces for Units is equal to or greater than the number of Units:

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

When parking spaces are in more than one parking lot:

ADA Design Manual, Ch. 2, Sec. 208:

FHA Design Manual Page 2.23:

Amenity:
Identification of amenity, or amenities of a group, that the APS serves

<table>
<thead>
<tr>
<th>Amenity: Office, etc.</th>
<th>Office</th>
<th>APSs: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

ADA Design Manual, Ch. 2, Sec. 208:

FHA Design Manual Page 2.23:

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.

Submit this worksheet or a comparable document certified by an accessibility professional.
### Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>24</td>
</tr>
<tr>
<td>Total surface parking spaces (including non-residential):</td>
<td>34</td>
</tr>
<tr>
<td>Total carports (including non-residential):</td>
<td>0</td>
</tr>
<tr>
<td>Total garages (including non-residential):</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types: Calculated from above:</td>
<td>34</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page:</td>
<td>1</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>33</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above:</td>
<td>2</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above:</td>
<td>9</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong> Calculated from above:</td>
<td>4</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>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

#### APSs that Must Be Van Spaces

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

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

**Signature**

M. Randall Porter

**Printed Name**

Date: 2/20/2020

**Firm Name (if applicable)**

Wallace Architects, LLC

2/20/2020
### Rent Schedule

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MFDL - HOME Units</th>
<th>MFDL -NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other / Subsidy Units</th>
<th># of Units</th>
<th># of Rooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow</th>
<th>Rent Collected / Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>644</td>
<td>644</td>
<td>385</td>
<td>67</td>
<td>550</td>
<td>550</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>644</td>
<td>2,576</td>
<td>642</td>
<td>67</td>
<td>550</td>
<td>2,200</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15</td>
<td>1</td>
<td>1.0</td>
<td>644</td>
<td>9,660</td>
<td>771</td>
<td>67</td>
<td>550</td>
<td>8,250</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>1.0</td>
<td>774</td>
<td>774</td>
<td>462</td>
<td>174</td>
<td>700</td>
<td>700</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>1.0</td>
<td>774</td>
<td>774</td>
<td>771</td>
<td>174</td>
<td>700</td>
<td>700</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>1.0</td>
<td>774</td>
<td>1,548</td>
<td>925</td>
<td>174</td>
<td>700</td>
<td>1,400</td>
</tr>
</tbody>
</table>

ALL units fall under USDA-RD Guidelines; in addition 19 units RA (floating)

<table>
<thead>
<tr>
<th>Rent Designation</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>644</td>
<td>385</td>
<td>67</td>
<td>550</td>
<td>550</td>
</tr>
<tr>
<td>TC 50%</td>
<td>2,576</td>
<td>642</td>
<td>67</td>
<td>550</td>
<td>2,200</td>
</tr>
<tr>
<td>TC 60%</td>
<td>9,660</td>
<td>771</td>
<td>67</td>
<td>550</td>
<td>8,250</td>
</tr>
<tr>
<td>TC 30%</td>
<td>774</td>
<td>462</td>
<td>174</td>
<td>700</td>
<td>700</td>
</tr>
<tr>
<td>TC 50%</td>
<td>774</td>
<td>771</td>
<td>174</td>
<td>700</td>
<td>700</td>
</tr>
<tr>
<td>TC 60%</td>
<td>1,548</td>
<td>925</td>
<td>174</td>
<td>700</td>
<td>1,400</td>
</tr>
</tbody>
</table>

Total Net Rentable Sq. Ft.: 15,976

### INCOME LIMITS

#### Number of Household Members

<table>
<thead>
<tr>
<th>AMI %</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>$9,600</td>
<td>$10,960</td>
<td>$12,340</td>
<td>$13,700</td>
<td>$14,800</td>
<td>$15,400</td>
<td>$17,000</td>
</tr>
<tr>
<td>30</td>
<td>$14,400</td>
<td>$16,440</td>
<td>$18,510</td>
<td>$20,550</td>
<td>$22,200</td>
<td>$23,850</td>
<td>$25,500</td>
</tr>
<tr>
<td>40</td>
<td>$19,200</td>
<td>$21,920</td>
<td>$24,680</td>
<td>$27,400</td>
<td>$29,600</td>
<td>$31,800</td>
<td>$34,000</td>
</tr>
<tr>
<td>50</td>
<td>$24,000</td>
<td>$27,600</td>
<td>$30,850</td>
<td>$34,250</td>
<td>$37,000</td>
<td>$39,750</td>
<td>$42,500</td>
</tr>
<tr>
<td>60</td>
<td>$28,800</td>
<td>$32,880</td>
<td>$37,020</td>
<td>$41,100</td>
<td>$44,400</td>
<td>$47,700</td>
<td>$51,000</td>
</tr>
<tr>
<td>70</td>
<td>$33,600</td>
<td>$38,360</td>
<td>$43,190</td>
<td>$47,950</td>
<td>$51,800</td>
<td>$55,650</td>
<td>$59,500</td>
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<tr>
<td>80</td>
<td>$38,400</td>
<td>$43,840</td>
<td>$49,360</td>
<td>$54,800</td>
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<td>$508</td>
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<td>$537</td>
<td>$568</td>
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</table>

#### RENT LIMITS

<table>
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<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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<tbody>
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<td>20</td>
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<td>$257</td>
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<td>$514</td>
<td>$617</td>
<td>$717</td>
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<td>50</td>
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<td>70</td>
<td>$840</td>
<td>$899</td>
<td>$1,079</td>
<td>$1,248</td>
<td>$1,295</td>
<td>$1,553</td>
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<tr>
<td>120</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL | 24   | 15,976 | 13,800 |

#### Non Rental Income

- $0.21 per unit/month for: Laundry & Vending
- $0.67 per unit/month for: interest income on deposits
- $0.71 per unit/month for: late fees, appfees & forfeited deposits
- **TOTAL NONRENTAL INCOME:** $1.58 per unit/month

**POTENTIAL GROSS MONTHLY INCOME:** $13,838

- Provision for Vacancy & Collection Loss
- Rental Concessions (enter as a negative number)
- **RENTAL CONCESSIONS:** Enter as a negative value

**EFFECTIVE GROSS MONTHLY INCOME:** $12,869

**EFFECTIVE GROSS ANNUAL INCOME:** $154,432
## Rent Schedule (Continued)

### HOUSING

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

### TAX CREDITS

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Li Total</td>
<td>24</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### DIRECT LOAN (NHTF)

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

### BEDROOMS

<table>
<thead>
<tr>
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<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>0</td>
</tr>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
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<tr>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
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### MORTGAGE REVENUE

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

### BOND

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MRBMRI</td>
<td>0</td>
</tr>
<tr>
<td>MRBMRI Total</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
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<tr>
<td>HH/60%</td>
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</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### OTHER

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

### Cost Per Sq. Ft

<table>
<thead>
<tr>
<th>Type</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>ACQUISITION + HARD</td>
<td>$109.05</td>
</tr>
<tr>
<td>HARD</td>
<td>$95.28</td>
</tr>
<tr>
<td>BUILDING</td>
<td>$69.04</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 [§10.614]**

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></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>$67</td>
<td>$174</td>
<td></td>
<td></td>
<td></td>
<td>USDA-RD</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>
</tbody>
</table>

**Total Paid by Tenant**

$ - $ 67.0 $ 174.0 $ - $ -

Other (Describe)

If a revised form is submitted, date of submission: ______________________
### PART IV RENT SCHEDULE

#### A. CURRENT APPROVED RENTS/UTILITY ALLOWANCE: 01/01/2019

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Rental Rates</th>
<th>Potential Income From Each Rate</th>
<th>Utility Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>Type</td>
<td>Unit</td>
<td>Number</td>
</tr>
<tr>
<td>All</td>
<td>1</td>
<td>All</td>
<td>P</td>
</tr>
<tr>
<td>All</td>
<td>2</td>
<td>All</td>
<td>P</td>
</tr>
</tbody>
</table>

**CURRENT RENT TOTALS:** 138,960 171,696 0

#### EFFECTIVE DATE OF RENTS/UTILITY ALLOWANCE: 01/01/2019

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Utility Types</th>
<th>Elect</th>
<th>Gas</th>
<th>Sewer</th>
<th>Trash</th>
<th>Water</th>
<th>Other</th>
<th>Total Allow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>Type</td>
<td>Unit</td>
<td>Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>All</td>
<td></td>
<td>63</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>All</td>
<td>2</td>
<td>All</td>
<td></td>
<td>150</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</table>

#### B. PROPOSED CHANGE OF RENTS/UTILITY ALLOWANCE: 01/01/2020

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Rental Rates</th>
<th>Potential Income From Each Rate</th>
<th>Utility Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>Type</td>
<td>Unit</td>
<td>Number</td>
</tr>
<tr>
<td>N</td>
<td>1</td>
<td>N</td>
<td>20</td>
</tr>
<tr>
<td>N</td>
<td>2</td>
<td>Y</td>
<td>2</td>
</tr>
<tr>
<td>N</td>
<td>2</td>
<td>N</td>
<td>2</td>
</tr>
</tbody>
</table>

**PROPOSED RENT TOTALS:** 146,400 179,136 0

#### EFFECTIVE DATE OF RENTS/UTILITY ALLOWANCE: 01/01/2020

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Utility Types</th>
<th>Elect</th>
<th>Gas</th>
<th>Sewer</th>
<th>Trash</th>
<th>Water</th>
<th>Other</th>
<th>Total Allow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
<td>Type</td>
<td>Unit</td>
<td>Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>1</td>
<td>N</td>
<td></td>
<td>67</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>N</td>
<td>2</td>
<td>Y</td>
<td></td>
<td>174</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>N</td>
<td>2</td>
<td>N</td>
<td></td>
<td>174</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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Sensitive but Unclassified/Sensitive Security Information - Disseminate on a Need-To-Know Basis Only
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$3,100</td>
</tr>
<tr>
<td>Advertising</td>
<td>$200</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$100</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$1,200</td>
</tr>
<tr>
<td>Telephone</td>
<td>$2,200</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Employee certifications &amp; training</strong></td>
<td>$ 500</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Other Admin; screening, IT, bank fees</strong></td>
<td>$ 1,500</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$8,800</strong></td>
</tr>
</tbody>
</table>

### Management Fee:

- **Percent of Effective Gross Income:** 12.31%
- **Amount:** $19,008

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$13,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$12,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Payroll Tax</strong></td>
<td>$2,200</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Workers Comp</strong></td>
<td>$ 800</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$28,000</strong></td>
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</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td></td>
</tr>
<tr>
<td>Exterminating</td>
<td>$1,500</td>
</tr>
<tr>
<td>Grounds</td>
<td>$5,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td></td>
</tr>
<tr>
<td>Repairs</td>
<td>$8,000</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$14,500</strong></td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$3,300</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$1,000</td>
</tr>
<tr>
<td>Trash</td>
<td>$1,400</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$7,300</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$12,000</strong></td>
</tr>
</tbody>
</table>

### Annual Property Insurance:

- Rate per net rentable square foot: $0.56
- **Amount:** $9,000

### Property Taxes:

- **Published Capitalization Rate:** Source: $9,000
- **Annual Property Taxes:** $9,000
- **Payments in Lieu of Taxes:** $0
- **Total Property Taxes:** $9,000

### Reserve for Replacements:

- **Annual reserves per unit:** $300
- **Amount:** $7,200

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$960</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$960</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$960</strong></td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- **Expense per unit:** $4520
- **Amount:** $108,468
- **Expense to Income Ratio:** 70.24%

### NET OPERATING INCOME (before debt service)

- **Amount:** $45,964

### Annual Debt Service

- **TDHCA Bond-Issuer Admin Fee (0.10%)**
- **Total Annual Debt Service:**
- **Debt Coverage Ratio:** 0.00
- **Amount:** -

### NET CASH FLOW

- **Amount:** $45,964

---

If a revised form is submitted, date of submission: 2/28/2020
### INCOME

<table>
<thead>
<tr>
<th>Year</th>
<th>Potential Gross Annual Rental Income</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Effective Gross Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR 1</td>
<td>$165,600</td>
<td>$456</td>
<td>($11,624)</td>
<td>$154,432</td>
</tr>
<tr>
<td>YEAR 2</td>
<td>$168,912</td>
<td>$465</td>
<td>($11,856)</td>
<td>$157,521</td>
</tr>
<tr>
<td>YEAR 3</td>
<td>$172,290</td>
<td>$474</td>
<td>($12,094)</td>
<td>$160,671</td>
</tr>
<tr>
<td>YEAR 4</td>
<td>$175,736</td>
<td>$484</td>
<td>($12,335)</td>
<td>$163,885</td>
</tr>
<tr>
<td>YEAR 5</td>
<td>$179,251</td>
<td>$494</td>
<td>($12,582)</td>
<td>$167,162</td>
</tr>
<tr>
<td>YEAR 10</td>
<td>$197,907</td>
<td>$545</td>
<td>($13,892)</td>
<td>$184,561</td>
</tr>
<tr>
<td>YEAR 15</td>
<td>$218,506</td>
<td>$602</td>
<td>($15,338)</td>
<td>$203,770</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
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</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$8,800</td>
<td>$9,064</td>
<td>$9,336</td>
<td>$9,616</td>
<td>$9,904</td>
<td>$11,482</td>
<td>$13,111</td>
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<td>Management Fee</td>
<td>$19,008</td>
<td>$19,388</td>
<td>$19,776</td>
<td>$20,171</td>
<td>$20,575</td>
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<td>$25,081</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$28,000</td>
<td>$28,840</td>
<td>$29,705</td>
<td>$30,596</td>
<td>$31,514</td>
<td>$36,534</td>
<td>$42,353</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$14,500</td>
<td>$14,935</td>
<td>$15,383</td>
<td>$15,845</td>
<td>$16,320</td>
<td>$18,919</td>
<td>$21,933</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$3,300</td>
<td>$3,399</td>
<td>$3,501</td>
<td>$3,606</td>
<td>$3,714</td>
<td>$4,306</td>
<td>$4,992</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$8,700</td>
<td>$8,961</td>
<td>$9,230</td>
<td>$9,507</td>
<td>$9,792</td>
<td>$11,352</td>
<td>$13,160</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</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>Property Tax</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>Reserve for Replacements</td>
<td>$7,200</td>
<td>$7,416</td>
<td>$7,638</td>
<td>$7,868</td>
<td>$8,104</td>
<td>$9,394</td>
<td>$10,891</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$960</td>
<td>$989</td>
<td>$1,018</td>
<td>$1,049</td>
<td>$1,080</td>
<td>$1,253</td>
<td>$1,452</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$108,468</td>
<td>$111,532</td>
<td>$114,684</td>
<td>$117,927</td>
<td>$121,263</td>
<td>$139,441</td>
<td>$160,397</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Third Deed of Trust Annual Loan Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR 1</td>
<td>$24,974</td>
<td>$23,948</td>
<td>$23,948</td>
</tr>
<tr>
<td>YEAR 2</td>
<td>$23,948</td>
<td>$23,948</td>
<td>$23,948</td>
</tr>
<tr>
<td>YEAR 3</td>
<td>$23,948</td>
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<td>$23,948</td>
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<tr>
<td>YEAR 4</td>
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<td>$23,948</td>
<td>$23,948</td>
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<tr>
<td>YEAR 5</td>
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<td>$23,948</td>
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<tr>
<td>YEAR 10</td>
<td>$23,948</td>
<td>$23,948</td>
<td>$23,948</td>
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<td>YEAR 15</td>
<td>$23,948</td>
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### ANNUAL NET CASH FLOW

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<thead>
<tr>
<th>Year</th>
<th>ANNUAL NET CASH FLOW</th>
<th>CUMULATIVE NET CASH FLOW</th>
<th>Debt Coverage Ratio</th>
<th>Asset Mgt Fee</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$6,018</td>
<td>$6,018</td>
<td>1.15</td>
<td>$3,000</td>
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<td>YEAR 2</td>
<td>$7,069</td>
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<td>1.18</td>
<td>$3,000</td>
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<td>YEAR 3</td>
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<td>1.18</td>
<td>$3,000</td>
</tr>
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<td>YEAR 4</td>
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<td>$3,000</td>
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<tr>
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<td>$4,453</td>
<td>$93,748</td>
<td>1.11</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

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

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

**Printed Name**

**Phone:**

**Email:**

**Date**

---

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date**

If a revised form is submitted, date of submission: 2/28/2020
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### INCOME

<table>
<thead>
<tr>
<th></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>$165,600</td>
<td>$168,912</td>
<td>$172,290</td>
<td>$175,736</td>
<td>$179,251</td>
<td>$197,907</td>
<td>$218,506</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$465</td>
<td>$465</td>
<td>$474</td>
<td>$484</td>
<td>$494</td>
<td>$545</td>
<td>$602</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$166,065</td>
<td>$169,377</td>
<td>$172,765</td>
<td>$176,220</td>
<td>$179,744</td>
<td>$198,452</td>
<td>$219,107</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($11,624)</td>
<td>($11,856)</td>
<td>($12,094)</td>
<td>($12,335)</td>
<td>($12,582)</td>
<td>($13,892)</td>
<td>($15,338)</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>$154,442</td>
<td>$157,521</td>
<td>$160,671</td>
<td>$163,885</td>
<td>$167,162</td>
<td>$184,561</td>
<td>$203,770</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
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<th>YEAR 4</th>
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<tbody>
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<td>General &amp; Administrative Expenses</td>
<td>$8,800</td>
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<td>$9,904</td>
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<td>$13,311</td>
</tr>
<tr>
<td>Management Fee</td>
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<td>$17,388</td>
<td>$19,776</td>
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<tr>
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<td>$3,714</td>
<td>$4,306</td>
<td>$4,992</td>
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<td>$8,961</td>
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<td>$9,792</td>
<td>$11,352</td>
<td>$13,160</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
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<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
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<td>$8,104</td>
<td>$9,394</td>
<td>$10,891</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$960</td>
<td>$989</td>
<td>$1,018</td>
<td>$1,049</td>
<td>$1,080</td>
<td>$1,253</td>
<td>$1,452</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$108,468</td>
<td>$111,532</td>
<td>$114,684</td>
<td>$117,927</td>
<td>$121,263</td>
<td>$139,441</td>
<td>$160,397</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
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### DEBT SERVICE

<table>
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<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>$24,974</td>
<td>$23,948</td>
<td>$23,948</td>
<td>$23,948</td>
<td>$23,948</td>
<td>$23,948</td>
<td>$23,948</td>
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<td>$14,972</td>
<td>$14,972</td>
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<td>$14,972</td>
<td>$14,972</td>
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<td>$14,972</td>
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<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
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<td>$7,067</td>
<td>$7,038</td>
<td>$6,979</td>
<td>$6,199</td>
<td>$4,453</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$6,018</td>
<td>$13,087</td>
<td>$20,154</td>
<td>$27,192</td>
<td>$34,171</td>
<td>$41,718</td>
<td>$53,748</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.18</td>
<td>1.18</td>
<td>1.18</td>
<td>1.18</td>
<td>1.16</td>
<td>1.11</td>
</tr>
<tr>
<td>Asset Mgt Fee</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
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<tr>
<td>Other (Describe)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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---

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

**Printed Name**: Patrick Blaisie

**Date**: 2/26/20

**Phone**: 314-571-5610

**Email**: pat.blaisie@sterbank.com

**Signature, Authorized Representative, Syndicator**

**Printed Name**: Patrick Blaisie

**Date**: 2/26/20

If a revised form is submitted, date of submission: 2/26/20
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<table>
<thead>
<tr>
<th>INCOME YEAR</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
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<tr>
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<td>$465</td>
<td>$474</td>
<td>$484</td>
<td>$494</td>
<td>$545</td>
<td>$620</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$154,432</td>
<td>$157,521</td>
<td>$160,671</td>
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<td>Other Expenses</td>
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<td>TOTAL ANNUAL EXPENSES</td>
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<tr>
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<tbody>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td>Other Annual Required Payment</td>
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</table>

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<th>ANNUAL NET CASH FLOW</th>
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<tr>
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</tbody>
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<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1.15</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Asset Mgt Fee</th>
</tr>
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<tbody>
<tr>
<td>$3,000</td>
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Signature, Authorized Representative, Construction or Permanent Lender

Phone:
Printed Name
Email:

Date
Brent Barringer
February 26, 2020

Signature, Authorized Representative, Syndicator

Printed Name

If a revised form is submitted, date of submission:

2/26/2020
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
<th>YEAR 11</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$165,400</td>
<td>$169,740</td>
<td>$173,084</td>
<td>$176,433</td>
<td>$179,782</td>
<td>$183,131</td>
<td>$186,482</td>
<td>$188,832</td>
<td>$191,182</td>
<td>$193,532</td>
<td>$195,882</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$454</td>
<td>$466</td>
<td>$474</td>
<td>$484</td>
<td>$494</td>
<td>$504</td>
<td>$514</td>
<td>$524</td>
<td>$534</td>
<td>$544</td>
<td>$554</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$166,854</td>
<td>$170,205</td>
<td>$173,549</td>
<td>$176,898</td>
<td>$178,247</td>
<td>$181,597</td>
<td>$184,948</td>
<td>$187,301</td>
<td>$189,652</td>
<td>$191,998</td>
<td>$194,353</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($11,624)</td>
<td>($11,950)</td>
<td>($12,296)</td>
<td>($12,643)</td>
<td>($12,991)</td>
<td>($13,339)</td>
<td>($13,687)</td>
<td>($13,935)</td>
<td>($14,183)</td>
<td>($14,432)</td>
<td>($14,680)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$155,230</td>
<td>$158,249</td>
<td>$161,263</td>
<td>$164,279</td>
<td>$167,295</td>
<td>$170,311</td>
<td>$173,337</td>
<td>$176,363</td>
<td>$179,389</td>
<td>$182,415</td>
<td>$185,441</td>
</tr>
</tbody>
</table>

| EXPENSES                                      |         |         |         |         |         |         |         |         |         |         |         |
| General & Administrative Expenses             | $8,800  | $9,064  | $9,336  | $9,616  | $9,904  | $11,192 | $12,480 | $13,768 | $15,056 | $16,348 | $17,640 |
| Management Fee                                | $19,008 | $19,384 | $19,760 | $20,137 | $20,514 | $20,902 | $21,290 | $21,687 | $22,084 | $22,481 | $22,878 |
| Payroll, Payroll Tax & Employee Benefits      | $28,000 | $28,420 | $28,840 | $29,260 | $29,680 | $30,100 | $30,520 | $30,940 | $31,360 | $31,780 | $32,200 |
| Repairs & Maintenance                         | $14,500 | $14,931 | $15,363 | $15,795 | $16,230 | $16,669 | $17,108 | $17,548 | $17,988 | $18,428 | $18,868 |
| Electric & Gas Utilities                      | $3,300  | $3,599  | $3,898  | $4,198  | $4,498  | $4,800  | $5,113  | $5,428  | $5,743  | $6,068  | $6,393  |
| Water, Sewer & Trash Utilities                | $8,700  | $9,061  | $9,423  | $9,785  | $10,149 | $10,513 | $10,880 | $11,249 | $11,618 | $11,987 | $12,356 |
| Annual Property Insurance Premiums            | $9,000  | $9,423  | $9,845  | $10,267 | $10,690 | $11,113 | $11,536 | $11,960 | $12,384 | $12,808 | $13,232 |
| Property Tax                                  | $9,000  | $9,423  | $9,845  | $10,267 | $10,690 | $11,113 | $11,536 | $11,960 | $12,384 | $12,808 | $13,232 |
| Reserve for Repairs                           | $2,200  | $2,514  | $2,838  | $3,168  | $3,498  | $3,828  | $4,160  | $4,492  | $4,824  | $5,156  | $5,488  |
| Other Expenses                                | $350    | $985    | $1,618  | $2,149  | $2,680  | $3,213  | $3,748  | $4,284  | $4,820  | $5,356  | $5,892  |
| TOTAL ANNUAL EXPENSES                         | $128,458| $131,532| $134,604| $137,677| $140,751| $143,825| $146,900| $149,975| $153,050| $156,125| $159,200|
| NET OPERATING INCOME                          | $48,946 | $48,817 | $47,683 | $46,551 | $45,420 | $44,289 | $43,155 | $42,021 | $40,887 | $39,753 | $38,620 |

## DEBT SERVICE

| First Deed of Trust Annual Loan Payment       | $24,974 | $25,074 | $25,174 | $25,274 | $25,374 | $25,474 | $25,574 | $25,674 | $25,774 | $25,874 | $25,974 |
| Second Deed of Trust Annual Loan Payment      | $14,972 | $14,972 | $14,972 | $14,972 | $14,972 | $14,972 | $14,972 | $14,972 | $14,972 | $14,972 | $14,972 |
| Other Annual Required Payment                |         |         |         |         |         |         |         |         |         |         |         |

## ANNUAL NET CASH FLOW

| $6,018 | $6,671 | $7,334 | $8,006 | $8,679 | $9,352 | $10,025 | $10,698 | $11,371 | $12,044 | $12,717 |

## CUMULATIVE NET CASH FLOW

| $6,018 | $12,689 | $20,223 | $29,872 | $39,520 | $49,170 | $58,820 | $68,470 | $78,120 | $87,770 | $97,420 |

## DEBT COVERAGE RATIO

| 1.15  | 1.17  | 1.19  | 1.22  | 1.25  | 1.28  | 1.31  | 1.34  | 1.37  | 1.40  | 1.43  |

## Asset Mgt Fee

| $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 | $3,000 |

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%[11] relating to Financial feasibility)

---

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

Patrick Blasie  
Printed Name  
2/26/20

**Signature, Authorized Representative, Syndicator**

Patrick Blasie  
Printed Name  
Date

---

Somerville Estates

Based on underwriting precedent with USDA Set-Aside applications submitted to TDHCA since 2014, we are providing this additional 15 year pro forma showing a 2.5% growth rate in rent and a 3% growth rate in expenses.

During the SIS loan transfer process, USDA will set the rent at amounts with very little cushion over expenses, debt service and reserve deposits. These properties have USDA Rental Assistance, therefore USDA will approve the rents each year of operation at amounts that cover outlays with very little cash flow. This is done because USDA Rental Assistance is very limited so they perform a very detailed review of projected expenses in order not to provide more rental assistance than is necessary to maintain the property. As such USDA will allow rents to increase at more than 2% if necessary. Because of this the default escalators in the Application do not accurately reflect the financial feasibility of the development.
### 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>$165,600</td>
<td>$169,740</td>
<td>$173,984</td>
<td>$178,333</td>
<td>$182,791</td>
<td>$206,812</td>
<td>$233,988</td>
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<tr>
<td>Secondary Income</td>
<td>$496</td>
<td>$465</td>
<td>$474</td>
<td>$484</td>
<td>$494</td>
<td>$545</td>
<td>$602</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$170,205</td>
<td>$174,458</td>
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<td>$183,285</td>
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<td>$(12,582)</td>
<td>$(13,892)</td>
<td>$(15,338)</td>
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<td>Rental Concessions</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$154,432</td>
<td>$158,349</td>
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<td>$166,482</td>
<td>$170,703</td>
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### EXPENSES

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<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$8,800</td>
<td>$9,064</td>
<td>$9,336</td>
<td>$9,616</td>
<td>$9,904</td>
<td>$11,482</td>
<td>$13,131</td>
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<td>Management Fee</td>
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<td>$19,388</td>
<td>$19,776</td>
<td>$20,171</td>
<td>$20,575</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td>$28,840</td>
<td>$29,705</td>
<td>$30,596</td>
<td>$31,514</td>
<td>$36,534</td>
<td>$42,353</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$15,845</td>
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<tr>
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<td>$8,599</td>
<td>$8,906</td>
<td>$9,214</td>
<td>$9,507</td>
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<td>$8,961</td>
<td>$9,210</td>
<td>$9,507</td>
<td>$9,792</td>
<td>$11,352</td>
<td>$13,160</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
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<td>$9,548</td>
<td>$9,835</td>
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<td>$9,270</td>
<td>$9,548</td>
<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,618</td>
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<tr>
<td>Reserve for Replacements</td>
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<td>$1,080</td>
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<td>$49,440</td>
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### DEBT SERVICE

<table>
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<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>$24,974</td>
<td>$24,974</td>
<td>$24,974</td>
<td>$24,974</td>
<td>$24,974</td>
<td>$24,974</td>
<td>$24,974</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
<td>$14,972</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
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</tr>
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<td>ANNUAL NET CASH FLOW</td>
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<td>$6,871</td>
<td>$7,734</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
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<td>$29,232</td>
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<td>1.22</td>
<td>1.24</td>
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<tr>
<td>Other (Describe)</td>
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<td>$3,000</td>
<td>$3,000</td>
<td>$3,000</td>
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</tbody>
</table>

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.

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)

Based on underwriting precedent with USDA Set-Aside applications submitted to TDHCA since 2014, we are providing this additional 15 year proforma showing a 2.5% growth rate in rent and a 3% growth rate in expenses.

During the 515 loan transfer process, USDA will set the rent at amounts with very little cushion over expenses, debt service and reserve deposits. These properties have USDA Rental Assistance, therefore USDA will approve the rents each year of operation at amounts that cover outlays with very little cash flow. This is done because USDA Rental Assistance is very limited so they perform a very detailed review of projected expenses in order not to provide more rental assistance than is necessary to maintain the property. As such USDA will allow rents to increase at more than 2% if necessary. Because of this the default escalators in the Application do not accurately reflect the financial feasibility of the development.
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. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Total $ -

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission: 2/28/2020
### 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>
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<td>$10,000.00</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$2,000.00</td>
<td>1</td>
<td>$2,000.00</td>
<td></td>
<td></td>
<td>$2,000</td>
</tr>
</tbody>
</table>

Total

$32,000

---

Signature of Registered Engineer

Printed Name

Seal

Date

If a revised form is submitted, date of submission: 2/28/2020
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>Fine Grading</td>
<td>$10,000.00</td>
<td></td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$5,000.00</td>
<td></td>
<td>$5,000.00</td>
<td></td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$5,000.00</td>
<td></td>
<td>$5,000.00</td>
<td></td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$10,000.00</td>
<td></td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$2,000.00</td>
<td></td>
<td>$2,000.00</td>
<td></td>
<td></td>
<td>$2,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$32,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]

Printed Name: Joseph Parsley

Date: 2/25/2020

Date:

If a revised form is submitted, date of submission: 2/25/2020
<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Total Cost</th>
<th>Eligible Basis</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>61,239</td>
<td></td>
<td></td>
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<tr>
<td>Existing building acquisition cost</td>
<td>695,680</td>
<td>220,000</td>
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</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$756,919</td>
<td>$220,000</td>
<td>$0</td>
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<tr>
<td><strong>OFF-SITES</strong></td>
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<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>5,000</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>5,000</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>10,000</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>2,000</td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$32,000</td>
<td>$0</td>
<td>$32,000</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>30,000</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>15,000</td>
<td>15,000</td>
<td>New covered Pavilion</td>
</tr>
<tr>
<td>Fencing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PLEASE SPECIFY - see footnote 1</strong></td>
<td>20,000</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$65,000</td>
<td>$0</td>
<td>$65,000</td>
</tr>
</tbody>
</table>

*Scratch Paper/Notes*

**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.*

ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).
**BUILDING COSTS**:  

<table>
<thead>
<tr>
<th>Item</th>
<th>Concrete</th>
<th>Masonry</th>
<th>Woods and Plastics</th>
<th>Thermal and Moisture Protection</th>
<th>Roof Covering</th>
<th>Doors and Windows</th>
<th>Finishes</th>
<th>Specialties</th>
<th>Equipment</th>
<th>Furnishings</th>
<th>Special Construction</th>
<th>Conveying Systems (Elevators)</th>
<th>Mechanical (HVAC; Plumbing)</th>
<th>Electrical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>14,000</td>
<td>14,000</td>
<td>200,500</td>
<td>95,000</td>
<td>60,000</td>
<td>90,000</td>
<td>190,000</td>
<td>10,000</td>
<td>40,000</td>
<td>12,000</td>
<td>10,000</td>
<td>290,000</td>
<td>85,000</td>
<td></td>
</tr>
<tr>
<td>Masonry</td>
<td>14,000</td>
<td>14,000</td>
<td>200,500</td>
<td>95,000</td>
<td>60,000</td>
<td>90,000</td>
<td>190,000</td>
<td>10,000</td>
<td>40,000</td>
<td>12,000</td>
<td>10,000</td>
<td>290,000</td>
<td>85,000</td>
<td></td>
</tr>
</tbody>
</table>

- **Thermal and Moisture Protection**: 95,000
- **Roof Covering**: 60,000
- **Doors and Windows**: 90,000
- **Finishes**: 190,000
- **Specialties**: 10,000
- **Equipment**: 40,000
- **Furnishings**: 12,000
- **Special Construction**: 10,000
- **Conveying Systems (Elevators)**: 290,000
- **Mechanical (HVAC; Plumbing)**: 85,000
- **Electrical**: 85,000

---

### 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**:
- **Termite Treatment**: 6,500

**Subtotal Building Costs**  
Before 11.9(e)(2)  
$1,103,000

---

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

**2/28/2020**

---

**ADA Modifications**

- **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.**

---

**Voluntary Eligible “Hard Costs” (After 11.9(e)(2))**

**Contingency**  
8.85%  
$106,200

**TOTAL HRC**  
$1,306,200

**GENERAL REQUIREMENTS (<6%)**  
4.59%  
60,000

**FIELD SUPERVISION (WITHIN GR LIMIT)**  
2.76%  
36,000

**CONTRACTOR OVERHEAD (<2%)**  
9.19%  
120,000

**G & A FIELD (WITHIN OVERHEAD LIMIT)**  
4.59%  
60,000

**TOTAL CONTRACTOR FEES**  
$216,000

---

**TOTAL COSTS**  
$1,522,200

---

**ABLE TO BE USED TO ACHIEVE DESIRED SCORE**

**TOTAL CONSTRUCTION CONTRACT**  
Before 11.9(e)(2)  
$1,522,200

---

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.
### Soft Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>60,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>60,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td></td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td></td>
</tr>
<tr>
<td>Accounting fees</td>
<td></td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>3,220</td>
</tr>
<tr>
<td>Appraisal</td>
<td>8,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>8,000</td>
</tr>
<tr>
<td>Soils report</td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td>10,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>5,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>2,500</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>2,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>72,000</td>
</tr>
<tr>
<td>Capital Needs Assessment</td>
<td>3,650</td>
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<tr>
<td>Construction period utilities</td>
<td>2,500</td>
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<tr>
<td>FF&amp;E</td>
<td>7,500</td>
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<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$192,370</td>
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### Financing

#### Construction Loan(s)

<table>
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<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>Interest</td>
<td>67,085</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>20,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>24,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>20,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>9,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
</tr>
<tr>
<td>LOC</td>
<td>7,082</td>
</tr>
</tbody>
</table>

#### Permanent Loan(s)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>3,650</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>3,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>20,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
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#### Bridge Loan(s)

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
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<tr>
<td>Loan origination fees</td>
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</tr>
<tr>
<td>Title &amp; recording fees</td>
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</tr>
<tr>
<td>Closing costs &amp; legal</td>
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</tbody>
</table>

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2/28/2020
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Tax credit fees</td>
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<tr>
<td>Tax and/or bond counsel</td>
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</tr>
<tr>
<td>Payment bonds</td>
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<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>40,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>25,000</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Cost Certification</td>
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</tr>
<tr>
<td>TDHCA 1st yr Compliance Fee</td>
<td>960</td>
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<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$270,985</td>
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<tr>
<td>Tax and/or bond counsel</td>
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</tr>
<tr>
<td>Payment bonds</td>
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</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Cost Certification</td>
<td></td>
</tr>
<tr>
<td>TDHCA 1st yr Compliance Fee</td>
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</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$0</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
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</tr>
<tr>
<td>Payment bonds</td>
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<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
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<td>Cost Certification</td>
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</tr>
<tr>
<td>TDHCA 1st yr Compliance Fee</td>
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<td>$167,167</td>
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### DEVELOPER FEES

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<th>Cost Description</th>
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<tbody>
<tr>
<td>Housing consultant fees</td>
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<tr>
<td>General &amp; administrative profit or fee</td>
<td>43,999</td>
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<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$360,947</td>
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<td><strong>20.00%</strong></td>
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<tr>
<td><strong>20.00%</strong></td>
<td>$43,999</td>
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<tr>
<td><strong>20.00%</strong></td>
<td>$360,947</td>
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### RESERVES

<table>
<thead>
<tr>
<th>Reserve Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>75,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
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</tr>
<tr>
<td>Operating - new funds</td>
<td>75,000</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>75,000</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$150,000</td>
</tr>
</tbody>
</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS

| Total Development Costs | $3,297,420 | $263,999 | $2,165,684 |

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)

**Total Eligible Basis**

<table>
<thead>
<tr>
<th>Total Eligible Basis</th>
<th>$263,999</th>
<th>$2,165,684</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$263,999</td>
<td>$2,815,389</td>
</tr>
<tr>
<td><strong>Applicable Fraction</strong></td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$3,079,388</td>
<td>$263,999</td>
</tr>
<tr>
<td><strong>Applicable Percentage</strong></td>
<td>3.34%</td>
<td>9.00%</td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

| Credit Request (from 17.Development Narrative) | $262,203 |
| Credit Request (from 17.Development Narrative) | $8,818 |
| Credit Request (from 17.Development Narrative) | $253,385 |

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

| Score | 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:** Shawn Smith

**Phone Number for Contact:** 405-604-5074

If a revised form is submitted, date of submission: 2/28/2020
## 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>Total Sources of Funds</th>
<th>Total Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>$2,456,187</td>
<td>$3,297,420</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan 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>Sterling Bank</td>
<td>Conventional Loan</td>
<td>$2,000,000</td>
<td>5.75%</td>
<td>1st</td>
<td>$365,000</td>
</tr>
<tr>
<td>Existing USDA-RD 515 Loan</td>
<td>USDA/TXRD Loan(s)</td>
<td>$588,919</td>
<td>1.00%</td>
<td>2nd</td>
<td>$2,280,934</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monarch Private Capital</td>
<td>HTC</td>
<td>$262,203</td>
<td>$456,187</td>
<td>$2,280,934</td>
<td>0.87</td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Somerville -waived fees</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SDR Investments</td>
<td>Direct Loan Match</td>
<td>$62,317</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/28/2020
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).

Sterling will be providing construction financing in the amount of $2,000,000 at 5.75%. Sterling will also provide the permanent financing in the form of a conventional loan. The permanent loan will be in the amount of $365,000 at 6% and a term of 17 years and amortization of 35 years. The existing USDA loan will be assumed in the amount of $588,919. The USDA loan has a 1% rate and are amortized over 50 years with a 30 year term. Monarch will be providing the equity for the project in the total amount of $2,280,934 based on an equity price of $.87. The City of Somerville will provide a fee waiver in the amount of $250. It is currently estimated that $62,313 in developer fee will be deferred.

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.

Initial replacement reserves will be funded at $75,000, and then $300 per unit funded annually thereafter.

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.

The proposed rent schedule was developed with USDA RD guidelines in mind. Even though some rental rates exceed the corresponding tax credit limits they are all within RD guidelines. All deeper targeted units (30% or 50%) will only be leased to qualifying tenant and in no instance will any tenants pay more than 30% of their income towards their portion of the rent. Any difference between the tenant paid portion and the approved rental rates will be made up by the Rental Assistance in place on the property.

All units operate under USDA-RD restrictions. Additionally, the project receives Rental Assistance from USDA on 19 of the units.

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.

Patrick Blassie
Signature, Authorized Representative, Construction or Permanent Lender

Patrick Blassie
Printed Name

2/26/20
Date

Telephone: 314.571.5610

Email address: pat.blassie@sterbank.com

If a revised form is submitted, date of submission: 

2/26/2020
Financial Capacity (10 TAC §13.8(c)(8))

If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application MUST include:

- A letter from a Third Party Certified Public Accountant verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; OR

- Evidence of a line of credit or equivalent tool in the sole determination of the Department equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(9))

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

- equity in an amount not less than 10% of Total Housing Development Costs; and

- evidence through submission of this Application that the Direct Loan amount requested is not greater than 80% of the Total Housing Development Costs

Owner Equity Requirements for ALL Applications (10 TAC §11.204(7)(C))

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
**Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]**

Match as required by the applicable NOFA must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(9) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>

2/28/2020
| 1. **Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))** |
|---|---|
| **Name of the Local Political Subdivision providing the funding:** | City of Somerville |
| - A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application. | ✓ |
| - The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA. | ✓ |
| - The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs. | ✓ |
| **Total Points Claimed:** | 1 |

| 2. **Financial Feasibility (§11.9(e)(1))** |
|---|---|
| - Eligible Pro-Forma and letter stating the Development is financially feasible. | 0 |
| - Eligible Pro-Forma and letter stating Development and Principals are acceptable. | 26 |
| **Total Points Claimed:** | 26 |

| 3. **Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))** |
|---|---|
| Percent of Units restricted to serve households at or below 30% of AMGI | 8.33% |
| HTC funding request as a percent of Total Housing Development Cost | 7.95% |
| **Eligibility for points:** | | |
| - Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding | 0 |
| - Housing Tax Credit Request | 3 |
| - Housing Tax Credit Request | 2 |
| - Housing Tax Credit Request | 1 |
| * Be sure no more than 50% of Developer fees are deferred. | |
| **Total Points Claimed:** | 3 |
**Supporting Documents Should be Included Behind this Tab**

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

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

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

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- X 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.
- X 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)]
- X Evidence of Rental Assistance/Subsidy
February 27, 2020

Shawn Smith
Somerville Senior Housing, LP
222 E. Main, First Floor
Oklahoma City, OK 73104

RE: Somerville Plaza, LTD – Transferor
Somerville Senior Housing, LP – Transferee
Somerville Plaza
Request for Transfer and Assumption

Dear Mr. Smith:

This letter is to confirm that you have informed the Agency of your intentions to transfer Somerville Plaza to Somerville Senior Housing, LP.

We are in receipt of a SF 424, “Application for Federal Assistance,” Preliminary Assessment Tool, Executive Summary and Form RD 3560-1, “Application for Partial Release, Subordination, or Consent.”

The Agency cannot comment on the feasibility of the transaction until a full application, in accordance with HB-3-3560, Attachment 7-B-1 and all application Agency regulation, is received. When the full application is received, the Agency will review the request for legal and financial feasibility, to include the organizational structure, rents, and ability to maintain the property.

If approved, the transfer will be at new rates, and terms. As of today, our current interest rate is 3.0%, which would be reduced to 1.00% interest credit rate. The term will be 30 years with an amortization period up to 50 years. The Agency is aware that you are applying with Texas Department of Housing and Community Affairs (TDHCA) for tax credit funds.

The complete and final application package must be submitted to the Agency by May 1, 2020.

If you have any questions regarding the above, please feel free to contact Amanda Ayers, Loan Specialist, at (254) 742-9778 or amanda.ayers@usda.gov.

Sincerely,

EDD HARGETT
State Director

cc: Area Director Sabrina Glenn, Lufkin Area Office
    Bryan Area Office

USDA is an equal opportunity provider, employer, and lender.
February 26, 2020

Somerville Senior Housing, LP
Attn: Ryan Hudspeth
222 E. Main St., First Floor
Oklahoma City, OK 73104

RE: Somerville Estates
24 LIHTC Senior Units
785 3rd St.
Somerville, TX 77879

Dear Mr. Hudspeth:

Sterling Bank has accepted your request for credit on the above captioned subject to the following terms and conditions:

**Construction Bridge Loan Proposal:**

- **Amount:** Up to $2,000,000.00
- **Type:** Construction Draw (non-revolving)
- **Term:** Not to exceed 18 months
- **Repayment:** Monthly interest on the then outstanding principal; Balance at maturity
- **Rate:** 5.75% fixed
- **Origination Fee:** 1.00%
- **Commitment Fee:** N/A
- **Security:** Subject to Program or Agency

A) Assignment of Borrower’s rights and remedies under the Limited Partnership, including but not limited to capital contributions.
B) Assignment of General Partner’s interest in the Limited Partnership.
C) First Deed of Trust with assignment of rents on the subject property and improvements to be constructed thereon, legal description to govern.

Permanent Loan Takeout Proposal:

<table>
<thead>
<tr>
<th>Amount:</th>
<th>$365,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terms:</td>
<td>17-year term, 35-year amortization</td>
</tr>
<tr>
<td>Rate:</td>
<td>6.00% fixed</td>
</tr>
<tr>
<td>Origination Fee:</td>
<td>1.00%</td>
</tr>
<tr>
<td>Commitment Fee:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Security: First Deed of Trust with assignment of rents on the subject property and improvements to be constructed thereon, legal description to govern.

Borrower: Somerville Senior Housing, LP

General Partner: Somerville Senior Housing GP, LLC

Guarantor(s): TBD (unlimited; construction only)

Insurance: Borrower agrees to maintain insurance coverage on the collateral securing this loan in an amount and form satisfactory to Sterling Bank. Said policy shall include an endorsement acceptable to and naming the Bank.

Title Insurance: Borrower shall provide to bank a title insurance policy on the properties in an amount and form satisfactory to Sterling Bank. The Bank shall be named in the title policy and the policy shall contain no exceptions not previously approved by the Bank, which in Sterling Bank’s opinion shall be considered detrimental to the Bank.

Closing Documents: All closing documents are subject to review and approval of Sterling Bank and its attorney’s.

Escrow Disbursement: All funds shall be disbursed in a form and manner acceptable to Sterling Bank.

Advances Under this Agreement are Subject to:
1) Credit and economic conditions being acceptable to the Bank on an ongoing basis.
2) Borrower’s observance of all requirements stated in this proposal.
3) Borrower’s compliance with the provisions of all applicable program loan documents now or hereafter in effect between the Bank, federal and/or state agencies, and borrower.
4) Borrower’s compliance with any and all provisions, rules and/or regulations of applicable Federal and/or State Housing Program(s).

Other Conditions:

A) This proposal is non assignable
B) Full and complete adherence with any and all applicable state and/or federal agencies program rules, regulations and/or requirements.
C) Applicable Credits are syndicated to a company and price acceptable to Sterling Bank; Investment Limited Partner enters Limited Partnership with capital contributions and terms acceptable to Bank.
D) Borrower agrees from time to time, upon written request of the Bank, to provide current financial statements and current copies of recent Federal income tax returns.
E) Guarantor(s) agreeing to provide the same financial information as listed above upon written request of Sterling Bank.
F) Borrower, sponsor or guarantor to open deposit account at Sterling Bank.
G) Subject to final Board or Loan Committee approval.
H) Appraisal no greater than 12 months old required prior to close of financing – values to include as-is, as completed and as stabilized with both market-rate and restricted rents.
I) A Phase I environmental review will be required prior to close of financing.
J) Affirmative and negative covenants applicable to the Borrower and which are customary and typical of this transaction will be required.
K) Representations and warranties of Borrower which are customary and typical of this transaction will be required.

Closing Costs: All closing costs, including but not limited to: insurance, flood letter, recording fees, title insurance, survey and attorney fees, if any, shall be paid by borrower in advance or at closing.
The attached 15-year proforma was prepared by Somerville Senior Housing, LP (applicant) for Somerville Estates to be located in Somerville, TX. The proforma is consistent with the unit rental rate assumptions, total operating expenses, net operating income and debt service coverage based on Sterling Bank’s current underwriting parameters and consistent with the loan terms in the term sheet, and is preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15x debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Somerville Senior Housing, LP and its Principals. At this time, Sterling 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 proposal is provided in response to Borrower’s request and supersedes any previous versions issued to Borrower. This proposal is based upon the financial statements and other diligence materials that Borrower submitted to Lender. If there has been a misstatement or a change of circumstances between the date such information was submitted to Lender and the closing date of the loan contemplated by this proposal, which Lender, in Lender’s sole and absolute discretion deems significant or material, Lender reserves the right to revise this proposal without liability of any kind to Borrower or anyone acting for or on behalf of either of them.

This proposal expires December 31, 2020, unless extended by the Bank in writing.
By signing below and returning one signed copy of this proposal, you hereby accept the above terms and conditions.

Sincerely,

Patrick Blassie
Vice President

Accepted this 27th day of Feb, 2020.

For: Somerville Senior Housing, LP

By: Somerville Senior Housing GP, LLC its General Partner

By: Ryan Hudspeth, Manager
MONARCH PRIVATE CAPITAL
Monarch Plaza
3414 Peachtree Road, Suite 825
Atlanta, GA 30326

February 26, 2020

Mr. Shawn Smith
SDR Investments, LLC
222 East Main Street
Oklahoma City, OK 73104

Re: Somerville Estates, Somerville, TX

Mr. Shawn Smith:

This offer (the “Offer”) is submitted on behalf of Monarch Private Capital, LLC (“MPC”). This Offer is an outline of the principal terms and conditions of an investment MPC, or its identified investor wishes to pursue and is based on the projections provided to MPC by your firm. Should the terms of this Offer be acceptable to you, appropriate documentation setting forth the terms and conditions shall be prepared for review and approval by the parties, including, but not limited to, the Partnership’s partnership agreement.

**Project Description**

The development of Somerville Estates, a project to be located in Somerville, TX will be made up of one RD 515 development consisting of 24 Senior units (the “Project”).

**Investment Entity**

Somerville Senior Housing, LP, a Texas Limited Partnership (the "Partnership"), with Somerville Senior Housing GP, LLC as General Partner with a .01 % ownership interest in the Partnership, and MPC or its designated affiliate as Limited Partner with a 99.99% ownership interest in the Partnership.

**Eligible Annual Housing Credit Request Amount**

Federal – 262,203

**Total Housing Credit Allocation for Investment**

The Partnership expects to receive Federal LIHTC’s in the amount of $262,203 per year, for a total of $2,622,030 over the 10-year credit period (the “Credit Period”) allocated to the 99.99% Limited Partner.

**Credit Price**

Federal - $0.87
**MPC Total Capital Contribution**  
$2,280,934

*MPC Installment Schedule*  
MPC equity will be funded according to the following schedule:

1. 20% ($456,187) of total equity shall be paid at Closing

2. 60% ($1,368,560) of total equity shall be paid at Completion projected at October 1, 2021

3. 17.5% ($399,163) of total equity shall be paid at Stabilization projected at January 1, 2022

4. 2.5% ($57,023) of total equity shall be paid upon the receipt of 8609’s projected at March 1, 2022

*Reserves*  
The Partnership shall establish and maintain an operating deficit reserve of at least $75,000 and annual replacement reserve at such levels as the parties shall reasonably agree as part of the definitive agreement.

*Asset Management Fee and Due Diligence Fee*  
Commencing with the first year of the Credit Period, the Partnership shall pay MPC an annual asset management fee of $3,000 escalating at 3% per year to cover its administrative, financial and tax expenses with respect to the Partnership and the Project. Each year the asset management fee shall be paid by December 31. The asset management fee will be subordinate to any deferred developer fee and will accumulate if not paid annually.

A Due Diligence Fee of $40,000 will be due to MPC at closing

*Additional Credits*  
If TDHCA allocates more Housing Credits than noted above, MPC will provide additional equity in exchange for the additional credits that are determined to be eligible based on the final cost certification at the Credit Price noted above. The additional equity may be used to reduce the deferred developer fee which is currently projected to be $62,313.

*Proforma and Sponsorship*  
The attached 15-year pro forma was prepared by the Applicant or for the Project located in Somerville. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on MPC’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.
Other sources of funds contemplated are as follows:

USDA – Assumption of the RD 515 loan in the amount of $588,919 with an effective interest rate of 1% and at term/am of 30/50 years.

Sterling Bank – Construction loan of $2,000,000 with an interest rate of 5.75% and an 18 month term. Permanent Loan of $440,000 with an interest rate of 6% and a term/am of 17/35 years.

City waived permit fees of $250

We have performed a preliminary review of the credit worthiness of the Partnership and its Principals. At this time, MPC has no reservations with the Partnership or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate an equity investment with the Partnership, other than those requirements disclosed herein.

This Offer may be executed in any number of counterparts, each of which shall be deemed an original as against any party who signed such counterpart, and all of which together constitute one and the same instrument.

[Signatures on the following page]
We greatly appreciate your interest in working with MPC.

If these terms are agreeable to you, please execute and return one copy.

Very truly yours,
Monarch Private Capital, LLC

By: [Signature]
Brent Barringer, Managing Director

Accepted and Agreed to this 27th day of February, 2020.

SDR Investments, LLC (Developer)

By: [Signature]
Shawn Smith, Manager
February 13, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #20217 (Somerville Estates)

Dear Ms. Gamble:

I am writing this letter to confirm the contribution of development funding by the City of Royse City for the Somerville Estates development. The proposed development consists of the Acquisition & Substantial Rehabilitation of the existing apartment community currently known as Somerville Plaza, located at 785 3rd St., Somerville, TX 77879.

As a show of support for the proposed development, the City of Somerville will contribute $250 in the form of waived building and/or permit fees. This funding is for the benefit of Somerville Estates and is intended to further illustrate our support for the development.

Sincerely,

Danny Segundo
City Administrator
City of Somerville
RENTAL ASSISTANCE AGREEMENT

CASE NO. 49-026-942039724
PROJECT NO. 01-8

This Agreement effective on the 1st day of JANUARY 1, 2012 between

SOMERVILLE PLAZA LTD.

("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

Section 1 The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located

at 1501 3RD STREET, SOMERVILLE, TEXAS 77879

and known as SOMERVILLE PLAZA

consisting of 24 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

Section 2 The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

Section 3 Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

Section 4 In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

Section 5 Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

Section 6 Provisions Applicable if the Borrower is a Cooperative -

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.
Section 7  Renegotiation, Modification, Transfer, Termination

(a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.

(b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.

(c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

Section 8  Term of Agreement and Condition for Termination

(a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.

(b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part this Agreement.

Section 9  Special Conditions

The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.

By: ____________________________

SANDRA M. MICKLITZ, ASST AREG DIRECTOR

Date: 6-7-12

Section 10  Record of Attachments For RD 3560-51 (Part III) or RD 3560-55

<table>
<thead>
<tr>
<th>AGREEMENT #</th>
<th>UNITS</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>120100</td>
<td>19</td>
<td>70,452.00</td>
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<tr>
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<tr>
<td>190100</td>
<td>19</td>
<td>63,585.00</td>
</tr>
</tbody>
</table>

AGREEMENT # 190100: $63,585.00
## Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

   - If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - No. The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

   - **Ownership Interest:** CANNOT BE LESS THAN 5%  
   - **Cash flow from operations:** CANNOT BE LESS THAN 5%  
   - **Developer Fee:** CANNOT BE LESS THAN 5%

   - **Total:** 0.00% (Must equal at least 50% regardless of structure)

   - The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.

   - A detailed narrative describing how that material participation will be achieved is included.

   - The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.

   - 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:** 0

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

   - Yes. A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - 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:** 1

   **Total Points Claimed:** 1

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**Selecting this item because of the involvement of a Nonprofit Organization does not make an Application eligible for the Nonprofit Set-Aside. (1 point)**

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2/28/2020
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.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1432014240000  
File/Vendor Number: 470130  
Approval Date: 28-FEB-2020  
Scheduled Expiration Date: 28-FEB-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RISE RESIDENTIAL CONSTRUCTION, LP

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 28-FEB-2020, 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.

Statewide HUB Program  
Statewide Procurement 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.

Rev. 06/19
Texas Comptroller of Public Accounts  
Statewide HUB Program  
1711 San Jacinto Blvd, 4th Floor  
P.O. Box 13186  
Austin, TX 78711  

RE: HUB CERTIFICATION RENEWAL * EXPEDITION REQUESTED*  
VID 1432014240000  
VENDOR 470130  

HUB Support Services:  

This letter should serve to supplement our renewal request of the existing HUB certificate for RISE Residential Construction, LP (RRC).  

My company is involved in an application for housing tax credits through the Texas Department of Housing and Community Affairs with a deadline of March 1st. In order to show current HUB certification status at that time, we respectfully ask for an expedited review and certification, by February 15th, before our expiration on 2/19/20.  

I am a Certified Public Accountant, and I own 51% and work for RRC full time, averaging at 50+ hours per week at our offices in Dallas. My responsibilities for RRC revolve around new business generation, transaction management, project management, monthly construction draw, approval and execution of all subcontracts and purchase orders, lender interaction, financing, financial reviews, federal tax returns, state franchise reporting, and anything else that needs attention in our small business. I make decisions, I hire, and I terminate. There have been no changes to my involvement since certification on 3/1/2012. I did however change my last name last year, evidence attached. Melissa Adami to Melissa Fisher.  

Employees:  
Because we are a small business, we use a PEO for payroll. They do not issue employer tax forms because of their scaled filings, explanation attached. We do have approximately 30 full time employees.  

Other Business Ownships:  
Dewey Stevens (20% owner) and I both own interests in other related operating companies (RISE Residential Construction II, III, IV, VI), therefore I checked the box for “other business ownership” on page 5 of the HUB certification ownership section. They are all related in purpose and commonly owned in the same interest percentages.  

Place of Business:  
We are still operating out of the same buildings since July of 2015, 16812 Dallas Parkway, Dallas, TX 75248. The entity that purchased the building is Rise Residential Offices, LP, and the ownership information is included behind tab 8, along with the deed and property tax appraisal. Also owned 51% by me.  

I sincerely appreciate your effort in processing my certification by February 15th, 2020.  

Please contact us with any questions,  
Sincerely  

Melissa R. Fisher  
RISE Residential Construction, LP
Renewal Notice - Historically Underutilized Business (HUB) Certification

- - HUB RENEWAL NOTICE ENCLOSED - -

VID #: 14320142400  Vendor #: 470130
RISE Residential Construction, L.P.
16812 Dallas Parkway
Dallas, TX 75248-1919

Dear HUB member:

The Texas Comptroller of Public Accounts (CPA) administers the HUB Program for the State of Texas, which includes certifying minority-, women- and service-disabled veteran-owned business as HUBs. The HUB Program is designed to facilitate the participation of HUBs in state agency procurement opportunities. All state agencies, including universities, in Texas are required to make a good faith effort to include HUBs in their procurement opportunities.

Your State of Texas HUB certification expires (or expired) on 19-Feb-2020.

We encourage your continued participation in the HUB Program by completing and submitting the enclosed recertification application and required documentation substantiating your continued HUB eligibility. The application processing time can take up to 90 days, and therefore, to minimize the possibility of your HUB certification lapsing you are encouraged to submit your information now.

To renew your HUB Certification

- Reference the HUB Eligibility Criteria on Page 2 to determine if your business continues to meet the HUB eligibility criteria. If your business continues to meet the HUB eligibility criteria, complete Pages 3 and 4 of the enclosed recertification application and attach all required supporting documentation identified on the attachment applicable to your business structure (i.e. sole proprietorship, partnership, corporation, etc.).

- Mail your completed application, including supporting documentation to:

  Comptroller of Public Accounts
  Statewide HUB Program
  1711 San Jacinto Blvd / P.O. Box 13186
  Austin, TX 78711

Note: Incomplete applications may take longer to process. If your application is not signed, notarized, and accompanied by the required supporting documentation, it is considered incomplete.

Thank you for your continued interest in the State of Texas HUB Program. If you have any questions or need assistance completing your application, please contact a HUB Program representative at 512-463-5672 or toll free at 888-863-5881.
**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) ELIGIBILITY CRITERIA**

**CRITERIA I – Economically Disadvantaged Person and Texas Residency**

The following persons are eligible HUB owners; provided that they are United States citizens* and reside in Texas:

- Asian Pacific Americans, including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, the Northern Marianas, and Subcontinent Asian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal.
- Black Americans, including persons having origins in any of the Black racial groups of Africa.
- Hispanic Americans, including persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.
- Native Americans, including persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- American Women, which includes all women of any ethnicity not specified above.
- Service-Disabled Veteran, as defined by 38 United States Code (U.S.C.), Section 101(2) who have a service-connected disability as defined by 38 U.S.C. Section 101(16), and have a disability rating of 20 percent or more as determined by the Department of Veterans Affairs or the Department of Defense.

*Note: Veterans are not required to be United States citizens; however, they must reside in Texas.

**CRITERIA II – OWNERSHIP**

For profit businesses entity (sole proprietorships, partnerships, corporations, limited partnerships/companies, joint ventures), where at least 51% of the assets and interest of all classes of stock and equitable securities are owned by one or more persons meeting Criteria I above are eligible for HUB certification. Non-profit organizations are not eligible for HUB certification.

Note: Sole Proprietorships must be 100 percent owned and controlled by an individual meeting Criteria I above. In addition, each entity within a Joint Venture is required to be HUB certified.

**CRITERIA III – ACTIVE PARTICIPATION, CONTROL AND PROPORTIONATE INTEREST**

Business documentation must substantiate that the eligible HUB owners are actively participating in the day-to-day operations of the business at a level that is commensurate to their ownership.

Business documentation is also required to substantiate that the eligible HUB owners are able to make independent business decisions (i.e., administrative duties, personnel management, negotiation and execution of contracts and financial transactions) that guide the future of the business. Absentee or titular ownership (owners who do not actively control the business) is not consistent with HUB eligibility standards.

**CRITERIA IV – PRINCIPAL PLACE OF BUSINESS**

A HUB's principal place of business must be located in the State of Texas.

**CRITERIA V – SIZE STANDARDS**

A business entity is considered ineligible for HUB certification/recertification when it has maintained gross receipts or total employment levels during four consecutive years that exceed the SBA size standards set forth in 13 CFR, §121.201. Business entities who achieve the size standards for four consecutive years are assumed to have reached a competitive status in overcoming the effects of discrimination.

All HUB eligibility requirements are defined in Texas Government Code, Title 10, Chapter 2161 and administered via Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter B.
STATE OF TEXAS APPLICATION FOR
RECERTIFICATION AS A HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

This application is used to request State of Texas recertification as a HUB. A Civil Penalty is committed by persons falsely claiming HUB status and by a general contractor who knowingly contracts with a person falsely claiming HUB status.

Mail To: Texas Comptroller of Public Accounts (CPA), Statewide HUB Program - 1711 San Jacinto Blvd. • P.O. Box 13186, Austin, TX 78711

Please ensure that you respond to each item on the application accordingly. If an item is not applicable, enter "N/A" as your response. Applications that are incomplete, not signed, not notarized, or accompanied with a copy of the required documents (reference Item 14 below) to assist us with verifying that the business meets the HUB eligibility criteria may be returned, thus delaying the HUB Program's review of your application. For assistance in completing your application, you may contact a HUB Program representative at 512-463-5872, or in Texas call toll free 888-863-5881.

1. Federal Employer's Identification Number (EIN): 43-2014240 Important - Do not enter your Social Security Number.

Provide the 9-digit federal EIN assigned to you for the purpose of filing your business' federal income tax returns with the Internal Revenue Service (IRS). If you do not have a federal EIN, one may be obtained free of charge from the IRS on-line at http://www.irs.gov/ or by calling the IRS at 800-829-4933. The process takes approximately five minutes.

2. Business Structure - Check the appropriate box that identifies your business structure.

☐ - Sole Proprietorship ☐ - Corporation ☒ - Limited (Liability) Partnership
☐ - Partnership ☐ - Joint Venture ☐ - Limited (Liability) Company

3. Business Name, Mailing Address and Physical Address Information - Include physical address, if different than mailing address.

Business Name: RISE Residential Construction, L.P.
Mailing Address: 16812 Dallas Parkway
City: Dallas State: TX Zip: 75248 County: Dallas
Physical Address: Same

4. Internet Web Page/URL Address (if applicable): www.rise-residential.com

5. E-Mail Address (required): mfisher@rise-residential.com

6. Business Phone #: (214) 632-9454 Business Fax #: ( )

7. Major Credit Card Acceptance - Does your business accept major credit cards? ☐ - Yes ☒ - No

If Yes, check applicable boxes: ☐ - Master Card ☐ - Visa ☐ - American Express ☐ - Discover

8. Resident Bidder - In accordance with Texas Govt. Code Section 2252.001, a "Resident Bidder" refers to a person whose principal place of business is in the state of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Is your business entity a Texas Resident Bidder? ☒ - Yes ☐ - No If no, what state?

9. Small Business - In accordance with Texas Govt. Code Section 2006.001, a "Small Business" is identified as a legal entity, including a sole proprietorship, partnership or corporation, that is formed for the purpose of making a profit, is independently owned and operated, and has fewer than 100 employees or less than $6 million in annual gross receipts.

Is your business entity designated as a Small Business? ☒ - Yes ☐ - No

10. Bid Information - State agencies and institutions of higher education use the online search engines of the CMBL and HUB Directory (https://mycpa.cpa.state.tx.us/tfsscmblsearch/index.jsp) when seeking businesses to solicit for the purchase of their commodities and services. Your accurate selection and entry of the business category description, principal line of business, National Institute of Government Purchasing (NGP) commodity/service codes and purchasing districts may increase your chances of being contacted not only by state agencies and institutions of higher education but also by local governments (municipalities, counties, school districts, etc.), MHH community centers, assistance organizations, and the general public, including contractors bidding on large state contracts.

a. Business Category Description - Check the business category below (only one) that best identifies the services provided by your business and is the primary source of gross revenue receipts for your business.

☐ (01) Heavy Construction other than Building Construction
☒ (02) Building Construction, including General Contractors and Operative Builders
☐ (03) Special Trade Construction
☐ (04) Financial and Accounting Services
☐ (05) Architectural/Engineering and Surveying

☐ (06) Other Services including Legal Services
☐ (07) Commodities Wholesaler/Reseller
☐ (08) Commodities Manufacturer
☐ (09) Medical Services

b. Principal Line of Business - Provide a brief description of the products and/or services provided by your business.
c. Class and Item Codes and Purchasing Districts - Referencing the National Institute of Governmental Purchasing (NIGP) commodity/service codes available online at www.comptroller.texas.gov/purchasing/nigp/, provide the class and item code numbers that represent the specific commodities and/or services your business can provide. Also, referencing the Texas Purchasing District Map available on-line at www.comptroller.texas.gov/help/vendor/highway-districts.php, check the appropriate numbered box(es) representing the Purchasing Districts your business can provide its commodities and/or services to. To identify more than three class codes, attach a continuation sheet using the same format. To identify more than three class codes, attach a continuation sheet using the same format. If you have any questions about NIGP commodity/service codes, please call 1-888-863-5881.

Class # - Item #

[Example: Class # 450 - Item # 03, 04, 28, 25, 36, 58, 63, 90, 91, 99]

912 - 23 General Construction

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11. Ownership - Provide the name, title and percentage of ownership interest of all individuals and business entities with an ownership interest in your business.

Identify each individual's ethnicity and gender by using the following Ethnic Group Codes: "AS" for Asian Pacific American, "BL" for Black American, "HI" for Hispanic American, and "AI" for Native American; and the following Gender Codes: "F" for Female and "M" for Male. If an individual's ethnicity does not meet any of the Ethnic Group Codes provided, enter "Other". Next, if the individual is Service-Disabled Veteran, as defined by 38 United States Code (U.S.C.), Section 101(2) who have a service-connected disability as defined by 38 U.S.C. Section 101(16), enter that individual's percentage of disability as determined by the Department of Veterans Affairs or the Department of Defense. Enter "N/A" if not applicable.

Based on a 40 hour workweek, identify the number of hours each owner is present at the business' physical address during the regularly established business hours, actively participating in the daily activities of the business operations. Finally, check the appropriate boxes to indicate if each individual is currently employed elsewhere and if they have ownership interest in any other business entity.

<table>
<thead>
<tr>
<th>Name (First, MI, Last)</th>
<th>Title</th>
<th>% of Ownership</th>
<th>Ethnicity Gender</th>
<th>% of Service-Disabled Veteran Rating</th>
<th># of Hours</th>
<th>Other Employment</th>
<th>Other Business Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melissa R Fisher</td>
<td>President</td>
<td>51%</td>
<td>Other F</td>
<td>0%</td>
<td>40+</td>
<td>X-Yes</td>
<td>X-Yes</td>
</tr>
<tr>
<td>Dewey Stevens</td>
<td>Vice President</td>
<td>20%</td>
<td>Other M</td>
<td>0%</td>
<td>40</td>
<td>X-No</td>
<td>X-No</td>
</tr>
<tr>
<td>James R Fisher III</td>
<td>Owner</td>
<td>28.9%</td>
<td>Other M</td>
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<td>0</td>
<td>X-No</td>
<td>X-No</td>
</tr>
<tr>
<td>Rise Residential Construction GP, LLC</td>
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<td>.10%</td>
<td>Entity</td>
<td>0%</td>
<td>40</td>
<td>X-No</td>
<td>X-No</td>
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</table>

12. Business Responsibilities - Provide the name and title of the individual(s) ultimately responsible for the functions identified below.

<table>
<thead>
<tr>
<th>Functions</th>
<th>Name (First, Last)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Negotiate and Sign Financial Contracts</td>
<td>Melissa Fisher</td>
<td>President</td>
</tr>
<tr>
<td>Negotiate and Sign Bids/Proposals</td>
<td>Dewey Stevens</td>
<td>Vice President</td>
</tr>
<tr>
<td>Hiring and Firing of Management Personnel</td>
<td>Melissa Fisher</td>
<td>President</td>
</tr>
<tr>
<td>Supervision of Day-to-Day Operations</td>
<td>Melissa Fisher</td>
<td>President</td>
</tr>
</tbody>
</table>

13. Minority/Women/Disadvantaged Business Certification - Check the appropriate box to indicate whether your business or any of its owners have ever been denied certification as a minority-, woman-, service disabled veteran-owned business, or disadvantaged business enterprise by another organization? □ - Yes  □ - No

14. Required Documentation to Substantiate HUB Eligibility (DOCUMENTS MUST BE SUBMITTED WITH YOUR APPLICATION) - As part of the submission of your completed HUB certification application, you are required to submit copies of documentation to substantiate that your business meets the HUB eligibility criteria. Therefore, if your business structure is a Sole Proprietorship, reference page 5; Partnership, reference page 6; Corporation, reference page 7; Limited (Liability) Partnership, reference page 8; or Limited (Liability) Company, reference page 9.

15. Affidavit of Eligibility - As evidence of my signature below, I attest that the business entity identified previously in Item 3, Page 3 meets the HUB eligibility requirements. I agree to provide all materials and information necessary to identify and explain the operation of the above-named business and hereby permit, if required, the audit and examination of its books, records and files. I understand that any material misrepresentation of data for HUB certification may result in immediate removal from the HUB Directory. I further certify under penalty of law, that my responses to the questions above and any information I have provided is a complete and accurate statement of the facts. I also understand that a person/business entity who intentionally applies as a HUB for an award of purchasing or public works contract and who knowingly does not meet the definition of a HUB commits a felony of the third degree (Texas Government Code Section 2161.231). If there are any changes regarding the information contained or incorporated in this affidavit, I will notify CPA within 30 days of such changes.

[Signature]

Melissa Fisher
Printed Name of Eligible Applicant with Majority Ownership Interest

Subscribed and sworn to me the undersigned notary public on this 2 day of January, year 2020

Notary Public's Signature and Stamp

Notary Public, State of Texas

My commission expires: 7-11-20
c. Class and Item Codes and Purchasing Districts - Referencing the National Institute of Governmental Purchasing (NIGP) commodity/service codes available online at [www.comptroller.texas.gov/purchasing/nigp/], provide the class and item code numbers that represent the specific commodities and/or services your business can provide. Also, referencing the Texas Purchasing District Map available on-line at [www.comptroller.texas.gov/help/vendor/highway-districts.php], check the appropriate numbered box(es) representing the Purchasing Districts your business can provide its commodities and/or services to. To identify more than three class codes, attach a continuation sheet using the same format. To identify more than three class codes, attach a continuation sheet using the same format. If you have any questions about NIGP commodity/service codes, please call 1-888-863-5881.

Class # - Item #
[Example: Class # 450 - Item # 03, 04, 28, 25, 36, 58, 63, 90, 91, 99]

| Purchasing Districts: |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

11. Ownership - Provide the name, title and percentage of ownership interest of all individuals and business entities with an ownership interest in your business.

Identify each individual's ethnicity and gender by using the following Ethnic Group Codes: "AS" for Asian Pacific American, "BL" for Black American, "HI" for Hispanic American, and "AI" for Native American; and the following Gender Codes: "F" for Female and "M" for Male. If an individual's ethnicity does not meet any of the Ethnic Group Codes provided, enter "Other". Next, if the individual is Service-Disabled Veteran, as defined by 38 United States Code (U.S.C.), Section 101(2) who have a service-connected disability as defined by 38 U.S.C. Section 101(16), enter that individual's percentage of disability as determined by the Department of Veterans Affairs or the Department of Defense. Enter "N/A" if not applicable.

Based on a 40 hour workweek, identify the number of hours each owner is present at the business' physical address during the regularly established business hours, actively participating in the daily activities of the business operations. Finally, check the appropriate boxes to indicate if each individual is currently employed elsewhere and if they have ownership interest in any other business entity.

<table>
<thead>
<tr>
<th>Name (First, MI, Last)</th>
<th>Title</th>
<th>% of Ownership</th>
<th>Ethnicity</th>
<th>Gender</th>
<th>% of Service-Disabled Veteran Rating</th>
<th># of Hours</th>
<th>Other Employment</th>
<th>Other Business Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melissa R Fisher</td>
<td>President</td>
<td>51%</td>
<td>Other</td>
<td>F</td>
<td>0%</td>
<td>40+</td>
<td>☐-Yes ☐-No</td>
<td>☐-Yes ☐-No</td>
</tr>
<tr>
<td>Dewey Stevens</td>
<td>Vice President</td>
<td>20%</td>
<td>Other</td>
<td>M</td>
<td>0%</td>
<td>40</td>
<td>☐-Yes ☐-No</td>
<td>☐-Yes ☐-No</td>
</tr>
<tr>
<td>James R Fisher III</td>
<td>Owner</td>
<td>28%</td>
<td>Other</td>
<td>M</td>
<td>0%</td>
<td>0</td>
<td>☐-Yes ☐-No</td>
<td>☐-Yes ☐-No</td>
</tr>
<tr>
<td>Rise Residential Construction GP, LLC</td>
<td>GP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. Business Responsibilities - Provide the name and title of the individual(s) ultimately responsible for the functions identified below.

<table>
<thead>
<tr>
<th>Functions</th>
<th>Name (First, Last)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Negotiate and Sign Financial Contracts</td>
<td>Melissa Fisher</td>
<td>President</td>
</tr>
<tr>
<td>Negotiate and Sign Bids/Proposals</td>
<td>Dewey Stevens</td>
<td>Vice President</td>
</tr>
<tr>
<td>Hiring and Firing of Management Personnel</td>
<td>Melissa Fisher</td>
<td>President</td>
</tr>
<tr>
<td>Supervision of Day-to-Day Operations</td>
<td>Melissa Fisher</td>
<td>President</td>
</tr>
</tbody>
</table>

13. Minority/Women/Disadvantaged Business Certification - Check the appropriate box to indicate whether your business or any of its owners ever been denied certification as a minority-, woman-, service disabled veteran-owned, or disadvantaged business enterprise by another organization? ☐ - Yes ☒ - No

14. Required Documentation to Substantiate HUB Eligibility (DOCUMENTS MUST BE SUBMITTED WITH YOUR APPLICATION) - As part of the submission of your completed HUB certification application, you are required to submit copies of documentation to substantiate that your business meets the HUB eligibility criteria. Therefore, if your business structure is a Sole Proprietorship, reference page 5; Partnership, reference page 6; Corporation, reference page 7; Limited (Liability) Partnership, reference page 8; or Limited (Liability) Company, reference page 9.

15. Affidavit of Eligibility - As evidence of my signature below, I attest that the business entity identified previously in Item 3, Page 3 meets the HUB eligibility requirements. I agree to provide all materials and information necessary to identify and explain the operation of the above-named business and hereby permit, if required, the audit and examination of its books, records and files. I understand that any material misrepresentation of data for HUB certification may result in immediate removal from the HUB Directory. I further certify under penalty of law, that my responses to the questions above and any information I have provided is a complete and accurate statement of the facts. I also understand that a person/business entity who intentionally applies as a HUB for an award of purchasing or public works contract and who knowingly does not meet the definition of a HUB commits a felony of the third degree (Texas Government Code Section 491.216) and for which it is punishable by a fine not exceeding $10,000 or any term of incarceration not exceeding 10 years. By signing this affidavit, I will notify CPA within 30 days of the transaction.

MELISSA FISHER
Printed Name of Eligible Applicant with Majority Ownership Interest

Commission ID # 4868584
Commission Signature on Eligible Applicant with Majority Ownership Interest

Subscribed and sworn to me the undersigned notary public on this 2 day of January, year 2020

Notary Public's Signature and Stamp/Seal

My commission expires on: 7-11-30
LIMITED (LIABILITY) PARTNERSHIP - REQUIRED DOCUMENTATION TO SUBSTANTIATE HUB ELIGIBILITY FOR RECERTIFICATION

All Limited (Liability) Partnerships are required to provide clear and legible copies of the documents listed below. Please read each item carefully. The documents identified with an "X" may not be applicable for recertification, and if not, you will be required to respond accordingly on this form. To assist us in expediting the review of your application and documents, have your documents sorted in the order listed below and use only one item (i.e., binder clip, paper clip, rubber band, bulk staple) to bind your application and documents together.

Note that if there have been any changes in the ownership, managerial/operational control or business structure (i.e., limited liability partnership to corporation) after your business' most recent HUB certification approval date (19-Feb-2019), or if any other business entities have any ownership interest in your business, you are advised to contact a HUB Program representative at 512-463-5872 or toll free at 888-863-5881 to assist you in determining if you are required to provide documents other than those listed below.

In accordance with Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter B, §20.17 (Certification Process), "If requested by the CPA, the applicant must provide any and all materials and information necessary to demonstrate active participation in the control, operation and management of the historically underserved business." CPA reserves the right to conduct an on-site HUB certification and compliance review to assist in substantiating HUB eligibility prior to granting certification or re-certification and during the tenure of a business' HUB certification. All information submitted to the Comptroller of Public Accounts (CPA) is subject to the requirements of Texas Government Code, Chapter 552, the Texas Public Information Act. Information submitted in an application for HUB certification is generally protected from public disclosure by Section 552.128 of the Government Code. CPA will protect the information to the extent provided by law.

Business Name: RISE Residential Construction, L.P.  VID #: 14320142400  Vendor #: 470130

- Proof of veteran service-connected disability status. A DD214 (Military Discharge) and a Disability Rating Letter issued by the Department of Veterans Affairs or the Department of Defense, must be provided for the individuals you identified on Item 11, Page 4, as having a service-connected disability rating of 20 percent or more. If not applicable, check this box. X

- Official Photo Identification for all eligible applicants who became owners in the business after the business' most recent HUB certification approval date (19-Feb-2019). Official photo identification may be in the form of a valid State Driver License/ID or the U.S. Citizenship and Immigration Services' Certificate of Citizenship/Naturalization or the "Tribal Registration ID Card of an entity recognized by the Bureau of Indian Affairs". ("Tribal Registration ID Cards are applicable to Native Americans only.) If not applicable, check this box. X

- Proof of Texas Residency for all eligible applicants. Proof of Texas residency may be in the form of a valid State of Texas Driver License/ID or a valid State of Texas Voter's Registration Card or a current State of Texas County Appraisal District's Property (Homestead) Tax Statement. X

- Federal income tax return Form 1040, including all Schedules most recently filed with the Internal Revenue Service (IRS) for the business.

- Employer's quarterly reports (i.e. Texas Workforce Commission's Form C-3 and C-4) filed for the 1st, 2nd, 3rd and 4th quarters of the most recent year the business has filed a federal income tax return with the IRS. If not applicable, check this box. X

- Articles of Amendment and Assumed Name Registration the business has filed with the Secretary of State after your business' most recent HUB certification approval date (19-Feb-2019). If not applicable, check this box. X

- All Certificates of Amendment and Assumed Name Registration issued to the business from the Secretary of State after your business' most recent HUB certification approval date (19-Feb-2019). If not applicable, check this box. X

- Current partnership agreement, including amendments established after your business' most recent HUB certification approval date (19-Feb-2019). Note: The partnership agreement, including amendments are required to be signed by all partners, and identify the general/managing partners, limited partners, voting rights, profit and loss sharing agreements, buy-out rights, and profit of capital invested. If not applicable, check this box. X

- Proof of purchase of ownership interest, if the ownership interest of the business has changed after your business' most recent HUB certification approval date (19-Feb-2019). Proof of purchase may be in the form of a bill of sale for assets of a business, sale and issuance of ownership interest for assets of a business, sale and issuance of ownership interest for services or labor rendered. If not applicable, check this box. X

- Current bank signature card or a signed letter from the business' banking institution identifying the 1) business name, 2) primary checking account number and 3) all individuals who are recognized as authorized signatories on the account, if your business' bank signature card has been amended, or changed after your business' most recent HUB certification approval date (19-Feb-2019). If not applicable, check this box. X

- Current signed business loan agreements and promissory notes that have been established after your business' most recent HUB certification approval date (19-Feb-2016). If not applicable, check this box. X

- Current professional licenses and permits, including amendments, that have been issued to your business after your business' most recent HUB certification approval date (19-Feb-2019). If not applicable, check this box. X

- Current signed business site lease agreement, including amendments and renewals, that have been established after your business' most recent HUB certification approval date (19-Feb-2019). Note: if you are the owner of the property on which the business operates and there is no formal written lease agreement is in effect, you are required to provide a copy of the most current County tax appraisal statement for the property. If not applicable, check this box. X

- Detailed explanation of other employment and other ownership interest in other business entities. (Required if you answered yes to "Other Employment" and/or "Other Business Ownership" in Item 11, Page 4 of your HUB Re-certification Certification Application.) If not applicable, check this box. □

- Detailed explanation if your business or any of its owners have ever been denied certification as a minority-, woman- or service disabled veteran-owned business and/or disadvantaged business enterprise by another organization. (Required if you answered yes to Item 13, Page 4 of your HUB Re-certification Certification Application.) If not applicable, check this box. X

NOTE: If your business structure is a Limited (Liability) Partnership, also return this checklist page with your application.

Rev. 10/16
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

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 http://www.window.state.tx.us/procurement/cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

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 reference the enclosed pamphlet for additional resources, such as the state’s Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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**Texas Historically Underutilized Business (HUB) Certificate**

**HUB**

Statewide Historically Underutilized Business Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**RISE RESIDENTIAL CONSTRUCTION, LP.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 19-FEB-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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**Paul Gibson, Statewide HUB Program Manager**

**Texas Procurement and Support Services**

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

**Rev. 01/15**
The following is a summary of the projects that RISE Residential and its principals have been involved in since 1997, providing development, construction, and management services from start to finish on nearly 7,000 living units of which over 6,000 have been completed or are underway since 2003. Rise Residential Construction is also a Historically Underutilized Business (HUB) recognized by the State of Texas.

**Total number of housing units:** 6,870 units since 2003  
**Total number of affordable units:** 5,324 units since 2003  
**Total number of units with housing authorities:** 950 units since 2003  
**Total number of units with hurricane CDBG-DR money:** 884 units since 2008  
**Total number of units mixed finance with HUD:** 1290 units since 2003  
**Total HOME Funds:** $17.05 million (includes section 108 loan funding)  
**Total CDBG-Hurricane Recovery Funds:** $54 million plus GO ZONE HTC; the total is $84 million (includes section 108 loan funding)  
**Total AHP Grant or other Funds, including HTF:** $8.0 million  
**Total HTC Equity 4% and 9%:** $410 million allocated from TDHCA, MFA and CHFA  
**Total amount of Tax Exempt Bonds:** $525 million in bonds issued and sold  
**Total Senior Housing since 1997:** 3620 units in Texas

**Developments since 2003:**

**The Curve Apartments, Moore, OK:**  
A 240-unit new construction development for low and moderate-income families located in Moore Oklahoma at 17th Street and Janeway. The site is 7.5 acres across from Janeway Creek and the new City hike and bike trail. Construction financing for The Curve was provided by IBC Bank. IBC purchased the draw down bonds through a tax-exempt bond offering for $25,000,000. The permanent financing is a rate locked, forward commitment from Freddie Mac for a tax-exempt loan of up to $19.8MM. The bonds and equity financing close in October 2018. The property benefits from an investment of CDBG-DR funds from the City of Moore for $15.84MM. The Contractor will break ground on the project in November 2018. It is scheduled for completion in March 2020. It is forecast for 100% occupancy by December 2020. 42 Equity Partners is the equity investor in this development. Total development costs of $45MM are budgeted and financed. RISE is the key principal in the IBC and Freddie Mac loans, and partnering with Belmont Development.

**Austin Boyce Apartments, Austin ETJ, Travis County, TX:**  
A 280-unit new construction development for low and moderate-income families located in Austin, Texas, off of E. Parmer Lane and Bellingham Drive in East Austin ETJ. The site is 15 useable acres near Harris Branch Creek. Construction financing was provided by IBC Bank. IBC purchased the bonds through a tax-exempt bond offering for $37,000,000. The permanent financing is a rate locked, forward commitment from Freddie Mac for a tax-exempt loan of up to $32MM. The bonds and equity financing closed January 2018. The Contractor will broke ground on the project in July 2018. It is schedule for completion in March 2019. It is forecast for 100%
occupancy by March 2020. 42 Equity Partners is the equity investor in this development. Total development costs of $53MM are budgeted and financed. RISE is the key principal in the IBC and Freddie Mac loans.

Lakeview Pointe Senior Living, Rowlett, TX:
A 272-unit new construction, mixed income development for low and moderate-income seniors age 55 years and better located in Rowlett, Dallas County, Texas, approximately 1.0 miles east of George W. Bush Tollway near the redeveloped Baylor Scott and White hospital. This development serves senior at or below 60% of AMFI for 1000% of the living units. The site is located in a zero vacancy, urban infill, area of Dallas County near Lake Ray Hubbard. Medical service providers surround the property location. Construction financing and HTC equity for this development has been provided by IBC Bank in conjunction with a tax-exempt bond offering for $27,000,000. The bonds closed on December 22 and the contractor broke ground on the project in July 2018. Completion in 18-20 month is June 2019 with full occupancy by December 2019. RISE is the general contractor and property manager. SHA is the development consultant. The construction contract is $25.0 million. RRM was the property manager through lease up and stabilization. At stabilization, the interim loan is repaid with a TEL from Freddie Mac pursuant to a forward commitment.

Creekview Austin Apartments, Austin, TX:
A 264-unit new construction development for low and moderate-income families located in Austin, Texas, off of Hwy 183 and Old Manor Road by LBJ High School. The site is 13.5 acres across Lazy Creek Drive from the Novak Sports Complex. Construction financing for Creekview was provided by IBC Bank. IBC purchased the bonds through a tax-exempt bond offering for $25,000,000. The permanent financing is a rate locked, forward commitment from Freddie Mac for a tax-exempt loan of up to $25MM. The bonds and equity financing closed July 2017. The Contractor will break ground on the project in August 2017. It is schedule for completion in March 2019. It is forecast for 100% occupancy by June 2020. The 42 Equity Partners is the equity investor in this development. Total development costs of $45MM are budgeted and financed. RISE is the key principal in the IBC and Freddie Mac loans.

City Square Artists Lofts, Garland, Texas:
A 132-unit new construction, 9% HTC, mixed income, adaptive re-use development for families is located in Downtown Garland near the new City municipal complex. The development is a TOD within walking distance of the DART light rail line. Resident incomes range from 30% of AMFI to 60% of AMFI. Thirty percent (30%), are leased at market rates without income restrictions. RISE Residential or their affiliate is the GP and owner of the development partnership. Construction financing for this development will be provided by International Bank of Commerce (IBC) in the amount of $13.5 million. The City of Garland and their HFC made financial contributions to the development totaling $1.75MM including a construction period loan. IBC is providing a permanent mortgage at stabilization at 4.5% per annum fixed for 15 years, 40-year amortization permanent mortgage for this property in the amount of $10.5MM. The contractor broke ground on the project in October 2016. HTC award was $930,000 in annual 9% credits or $9.3 million total. The construction contract is $14.0 million

Villas at Indian Lake Family Housing, Los Fresnos, Texas:
An 80-unit new construction, 9% HTC, mixed income development for families is located in the Town of Indian Lake. Resident incomes range from 30% of AMFI to 60% of AMFI. Twenty percent (20%) are leased at market rates without income restrictions. RISE Residential or their affiliate is the GP and owner of the development partnership. Construction financing for this development will be provided by International Bank of Commerce (IBC) in the amount of $10.0 million. **The Town of Indian Lake made financial contributions to the development totaling $15,000 including a construction period loan.** IBC is providing a permanent mortgage at stabilization at 5% per annum fixed for 15 years, 40-year amortization permanent mortgage for this property in the amount of $3,250,000. The contractor broke ground on the project in December 2016. I was 100% complete in December 2017 and fully occupied in July 2018. HTC award was $880,000 in annual 9% credits or $8.8 million total. The construction contract is $10.5 million.

**Austin Colorado Creek Apartments, Austin, TX:**
A 240-unit new construction development for low and moderate-income families located in Austin, Texas, approximately 1 mile east of Austin Bergstrom Airport at the intersection of TX 130/45 and Hwy 71. The site is located on Falwell Lane. Construction and permanent financing for this development has been provided by IBC Bank, N.A. through a tax-exempt bond offering for $25,000,000. The bonds closed and the contractor broke ground on the project in April 2017. It is scheduled for completion in January 2019. It is scheduled for 100% occupancy by August 2019. The 42 Equity Partners is the equity investor in this development. Total development costs of $39 MM.

**Villas at Plano Gateway Senior Housing, Plano, TX:**
A 292-unit new construction, mixed income development for low and moderate-income seniors age 55 years and better located in Plano, Collin County, Texas, approximately 1.5 miles east of Central Expressway, 75, and the new State Farm regional headquarters. The development targets senior at or below 60% of AMFI for 80% of the living units. The remaining market rate units, 20%, are without income or rent restrictions. The site is located in a zero vacancy, urban infill, area of North Dallas. Medical service providers surround the property location. The new Richardson Methodist Hospital is the center piece of this medial services complex. Construction financing and HTC equity for this development has been provided by IBC Bank in conjunction with a tax-exempt bond offering for $20,000,000. The bonds closed on December 2014 and the contractor broke ground on the project in March 2015. Completion in 24 months was February 2017 with full occupancy by May 2017. RISE is the general contractor and property manager. SHA is the development consultant. The construction contract was $21 million. RRM was the property manager through lease up and stabilization. At stabilization, the bonds were repaid with a FNMA taxable loan for $25MM. All development costs are paid along with 80% of the developer fee at conversion.

**Major Place Apartments, Greenville, Texas:**
A 176-unit new construction, HOME, mixed income development for families is located in Greenville, Hunt County, Texas. Resident incomes range from 30% of AMFI to 50% of AMFI for the 20% of the units that are affordable. A majority of the development units, 80%, are leased at market rates without income restrictions. RISE Residential or their affiliate is the GP and owner of the development partnership. SHA is the development consultant and RRC is the general contractor. Construction and permanent financing for this development was provided by
IBC Bank in the amount of $15.0 million. The permanent mortgage at stabilization is 5.0% per annum fixed for 15 years, 35-year amortization in the amount of $18.0 million, HUD 223 F. The contractor broke ground on the project in March 2017. It was 100% complete in June 2018. The property was 100% occupied as of 6/30/18. **The HOME award was $3.0 million.** The construction contract is $16.0 million.

**Champion Homes on the Lake, Lake Dallas, Texas:**
A 140-unit new construction, CHDO HOME, mixed income development for families is located in Lake Dallas, Denton County, Texas. Resident incomes range from 30% of AMFI to 50% of AMFI for the 20% of the units that are affordable. A majority of the development units, 80%, are leased at market rates without income restrictions. RISE Residential or their affiliate is the GP and owner of the development partnership along with a CHDO Not for Profit, Housing Services, Inc. Construction and permanent financing for this development was provided by an FHA insured HUD 221 D 4 program loan in the amount of $14.0 million. The permanent mortgage at stabilization is 4.30% per annum fixed for 40 years, 40-year amortization in the amount of $14.0 million. The contractor broke ground on the project in June 2014. It is scheduled to reach 100% completion in August 2015. The property was 100% occupied as of 5/31/16. **The HOME award was $3.05 million.** The construction contract is $12.5 million. Final HUD endorsement was granted in May 2016.

**Champion Homes at Tahoe Lakes, Midland, Texas:**
A 156-unit new construction, CHDO HOME, mixed income development for families is located in Midland, Texas. Resident incomes range from 30% of AMFI to 50% of AMFI for the 20% of the units that are affordable. A majority of the development units, 80%, are leased at market rates without income restrictions. RISE Residential or their affiliate is the GP and owner of the development partnership along with a CHDO Not for Profit, Housing Services, Inc. Construction and permanent financing for this development was provided by IBC Bank, N.A. The permanent mortgage at stabilization is 4.75% per annum fixed for 15 years, 35-year amortization in the amount of $15.8 million. The contractor broke ground on the project in January 2014. It is scheduled reached 100% completion in May 2015. The property was 100% occupied as of 12/31/15. **The HOME award was $3.1 million.** The construction contract is $16.0 million.

**Grand Manor Apartments:**
A 120-unit, rehabilitation of an existing two story, garden apartment, community located in Tyler, TX. **This redevelopment is a preservation project of a HUD HAP property near Texas College in the City’s North-end Revitalization area. RISE is the fee developer and general contractor for the community.** This project was considered at-risk with an expiring HAP contract and was preserved with the acquisition of the property in August 2012 by the partnership. During the 2013 TDHCA application round the property received an award of 9% housing tax credits in the amount of approximately $12 million. Resident incomes range from 30% of AMFI to 60% of AMFI. Acquisition, construction and permanent financing for this development was be provided by IBC in the amount of $6.5 million. Greystone provided a pension fund financed, rate locked forward funding commitment at 5.72% per annum fixed for 18 years, 35-year amortization permanent mortgage for this property in the amount up to $6,500,000. The contractor broke ground on the project in December 2013 following the first
section of resident relocation. It was completed in November 2014. The value of the construction contract is approximately $8.0 million.

**Colonial Hillcrest and La Posada Apartments, Carlsbad, NM:**

A 88-unit rehabilitation of an existing two story, garden apartment community, located in the boom town that is Carlsbad, New Mexico. **This is a HUD HAP property that was marked to market and then SOLD** for $4.4 million. The developer paid under $2 million for the asset 18 months earlier.

**Mayorca Villas Family Housing, Brownsville, Texas:**

A 120-unit new construction, 9% HTC, mixed income development for families is located in the Brownsville Country Club neighborhood. Resident incomes range from 30% of AMFI to 60% of AMFI. A majority of the development units, 60%, are leased at market rates without income restrictions. RISE Residential or their affiliate is the GP and owner of the development partnership. Construction financing for this development will be provided by International Bank of Commerce (IBC) in the amount of $10.0 million. **The City of Brownsville made financial contributions to the development totaling $750,000 including an allocation of Housing funds and project fee waivers.** IBC is providing a permanent mortgage at stabilization at 7.5% per annum fixed for 15 years, 30-year amortization permanent mortgage for this property in the amount of $3,250,000. The contractor broke ground on the project in August 2014. HTC award was $500,000 in annual 9% credits or $5 million total. The construction contract is $10.9 million.

**Champion Homes at Canyon Creek Family Housing, Brownsville, Texas:**

A 100-unit new construction, 9% HTC, mixed income development for families is located in Brownsville, Texas. Resident incomes range from 30% of AMFI to 60% of AMFI. RISE is the fee developer, contractor and GP and owner of the development partnership. Construction financing for this development is being provided by International Bank of Commerce (IBC) in the amount of $7.5 million. IBC provided a permanent mortgage take out at stabilization at 7.25% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $2,510,000. The contractor will break ground on the project in August 2011. It is scheduled to be completed in September 2012. 100% occupancy was achieved April 2007. This project received a soft money contribution from BHA for $710,000 plus an assignment of the public housing subsidy for the public housing units. BHA received a $750,000 HOPE VI demolition grant to supplement this replacement housing project in the Rio Grande Valley. The HTC award was $1.082 million in annual 9% credits. AIG Sun America is the equity investor. The construction contract was for $10.4 million. RRM was the property manager through lease up and stabilization.

**Marina Landing Apartments:** A 256-unit, garden style, rental community located at 72nd and Heards Lane, Galveston, TX. This is a demolition rehabilitation of a hurricane Ike damaged apartment community. This redevelopment is undertaken of RISE Residential Holdings and its principal owner, Saleem Jafar. The project financing is based upon allocation of Community Development Block Grant funds from the TDHCA awarded in March 2010 in the amount of $10 million (no payment fully subordinated, 2% interest, accrued only, with a balloon in year 30) combined with a forward allocation of housing tax credits. TDHCA awarded credits from the 2010 credit ceiling for the development of $1.65 million in annual credits to fully fund the
acquisition and rehabilitation of the community. At least 18 of the units are specially equipped for residents with special needs.

RISE is the fee developer, property manager and general contractor for the development. They are also the long-term owner of the development. Construction financing for this development is provided by IBC Bank using the FHLB CIP program in the amount of $8.0 million. The IBC FHLB funds offers a rate lock, forward funding commitment at 7.60% per annum fixed for 15 years, 30-year amortization, permanent mortgage for this property in the amount up to $8,000,000. The contractor will break ground on the project in March 2011. It will be completed in March 2012. 100% occupancy was achieved October 2012. The construction contract is for $13.2 million. (Equity Provided by Liberty Bankers Life).

**Bay Walk Apartments:** A 192-unit, garden style, rental community located at 72nd and Heards Lane, Galveston, TX. This is a demolition rehabilitation of a hurricane Ike damaged apartment community. This redevelopment is undertaken of RISE Residential Holdings and its principal owner, Saleem Jafar. The project financing is based upon allocation of Community Development Block Grant funds from the TDHCA awarded in December 2009 (same terms as Marina Landing) in the amount of $5.0 million combined with an allocation of hurricane recovery housing tax credits in the 2009 application round. In July 2009, TDHCA awarded the development a tax credit commitment of $1.45 million in annual housing tax credits to fully fund the acquisition and rehabilitation of the community. At least 14 of the units are specially equipped for residents with special needs.

RISE is the fee developer, property manager and general contractor for the development. They are also the long-term owner of the development. Construction financing for this development is provided by IBC in the amount of $7.0 million. IBC\FHLB offered a rate locked forward funding commitment at 7.25% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount up to $7,000,000. The contractor broke ground on the project in November 2010. It will be completed in August 2011. 100% occupancy is anticipated to be achieved December 2011. The construction contract is for $10.44 million. RRM is the property manager. (Closed and funded transaction).

**Brittany Place Single Family Homes:** A 100-unit, single family home, rental community located at Ray Avenue and 58th Street just off of Hwy 73, Port Arthur, TX. This is an off-site replacement housing development to recover units lost to Hurricane Rita. This development is undertaken as a joint venture with the Housing Authority of the City of Port Arthur. The project financing is based upon allocation of Community Development Block Grant funds from the TDHCA awarded in September 2007. This is hurricane replacement housing that targets displaced residents of the community earning at or below 80% of AMFI. The Housing authority has provided approximately 95 project based rental vouchers to help families in need of direct assistance. Another 15 of the single-family homes are specially equipped for residents with special needs. The income and rent restriction expires 5 years following construction completion at which point they may be sold as market rate homes or for affordable housing home ownership.

RISE is the fee developer and contractor for the PAHA, who is the long-term owner of the development. Construction financing for this development was provided by IBC in the amount of $6.0 million. FNMA offered a rate locked forward funding commitment at 7.27% per annum...
fixed for 10 years, 30-year amortization permanent mortgage for this property in the amount up to $6,000,000. The contractor broke ground on the project in May 2009 following the release to work by TDHCA. The homes were completed in summer 2010. 100% occupancy was achieved December 2010. The CDBG grant for this portion of the development is $17.0 million. The construction contract is for $12.44 million. RRM is the property manager.

**Brittany Place Townhomes:** A 96-unit, town home style, rental community located at 3500 Normandy, Port Arthur, TX. This is a demolition reconstruction of a severely hurricane Rita damaged apartment community. This redevelopment is undertaken as a joint venture with the Housing Authority of the City of Port Arthur. The project financing is based upon allocation of Community Development Block Grant funds from the TDHCA awarded in September 2007. This is hurricane replacement housing that targets displaced residents of the community earning at or below 80% of AMFI. The Housing authority has provided approximately 25 project based rental vouchers to help families in need of direct assistance. Another 15 of the townhomes are specially equipped for residents with special needs.

RISE is the fee developer and contractor for the PAHA, who is the long-term owner of the development. Construction financing for this development was provided by IBC in the amount of $4.0 million. FNMA offered a rate locked forward funding commitment at 7.27% per annum fixed for 10 years, 30-year amortization permanent mortgage for this property in the amount up to $4,000,000. The contractor broke ground on the project in June 2008 following demolition of the previous apartment community. It was completed in November 2009. 100% occupancy was achieved February 2010. The CDBG grant for this portion of the development is $11.0 million. The construction contract was for $7.95 million. RRM is the property manager.

**Candlewick Apartments:**

A 132-unit, rehabilitation of an existing two story, garden apartment, community located at 1155 Paredes Line Road, Brownsville, TX. This redevelopment was undertaken in a joint venture with the Brownsville Housing Authority, BHA. This project was considered at-risk with an expiring HAP contract and was preserved with the acquisition of the property in August 2007 by the partnership following an award of 9% housing tax credits and an allocation of HOME funds from TDHCA and the City of Brownsville respectively. Resident incomes range from 30% of AMFI to 60% of AMFI. RISE is the fee developer and contractor for the BHA, who is the long-term owner of the development. The project received a soft money contribution from the City of Brownsville of $800,000 of HOME funds in the form of a long-term, low-interest loan. The TDHCA awarded $10,760,000 in total credit to this development in the 2007 competitive HTC round. Construction financing for this development is provided by IBC in the amount of $8.3 million. FNMA offered a rate locked forward funding commitment at 7.15% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount up to $6,350,000. The project converted to perm loan in October 2010. The contractor broke ground on the project in March 2009 following the first section of resident relocation. It was completed in March 2010. 100% occupancy was achieved in April 2010. 100% of the units are subsidized by a 20-year project based rental assistance (HAP Contract) from HUD. The construction contract was for $7.5 million. RRM was the property manager through lease up and stabilization.

**Alta Vista Senior Towers, Weslaco, Texas:**
A 100-unit rehabilitation of a six story, mid-rise, senior tower financed and developed using 9% HTC. The senior towers is mixed income, **HUD mixed financed development** for seniors age 55 and older located at 303 West 6th Street, Weslaco, Texas. Resident incomes range from 30% of AMFI including public housing units to 60% of AMFI. **RISE is the fee developer and contractor for the Housing Authority of the City of Weslaco, WHA, who is the long-term owner of the development.** The project received a soft money contribution from WHA of $1.45 million in the form of a long-term, low-interest loan. The TDHCA awarded $5,393,850 in total credit to this development in the 2006 competitive HTC round. The project is eligible for 4% acquisition credits in addition to the 9% HTC award. Construction financing for this development is provided by AIG Sun America in the amount of $1.45 million. AIG Sun America provided a rate locked forward funding commitment at 7.75% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $1,450,000. The contractor broke ground on the project in May 2008. It was completed in December 2008. 100% occupancy was achieved November 2009. The construction contract was for $4.65 million. RRM was the property manager through lease up and stabilization.

**Centerpointe Home Ownership, Weslaco, TX:**

A 36 unit single-family home development on 40 scattered lots within an existing single family, Centerpointe subdivision located Diamond and International (FM 1015), Weslaco, Texas. Residents are vesting with the Section 42 option to own the home for the debt plus the exit taxes at the end of the primary compliance period. The rents are mixed income with affordable units for families earning 30% to 60% of the 2006 area median income of the Weslaco MSA. Public units, if any, fall under the 30% to 60% of AMFI category and consist of not less than 10% of the units. All of the units in the community will be covered by income and rent restrictions. **RISE is the fee developer and contractor for the Housing Authority of the City of Weslaco, WHA. This is a HUD mixed financed development.** AIG Sun America is providing construction financing for this development in the amount of $2.0 million. AIG also committed a rate locked forward funding commitment at 7.75% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $1,050,000. The contractor broke ground on the project in August 2007. It was completed in April 2008. 100% occupancy was achieved June 2008. AIG provided the perm loan at stabilization. This project received a soft money contribution from WHA for $600,000 plus an assignment of the public housing subsidy for the public housing units. The HTC award was $527,676 in annual 9% credits, $5,276,760 total. The construction contract was for $7.25 million. RRM was the property manager through lease up and stabilization.

**Tropical Gardens at Boca Chica Family Housing, Brownsville, Texas:**

A 158-unit new construction, 9% HTC, mixed income development for families is located in Brownsville, Texas. **This is a HUD mixed finance development.** Resident incomes range from 30% of AMFI including 30% public housing units to 60% of AMFI. A small portion of the development units, 5%, are leased at market rates without income restrictions. **RISE is the fee developer and contractor for the Housing Authority of the City of Brownsville, BHA, who is the GP and owner of the development partnership.** Construction financing for this development was provided by International Bank of Commerce (IBC) in the amount of $5.5 million. AIG Sun America provided a permanent mortgage at stabilization at 7.15% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $3,250,000. The
contractor broke ground on the project in December 2005. It was completed in October 2006. 100% occupancy was achieved April 2007. This project received a soft money contribution from BHA for $710,000 plus an assignment of the public housing subsidy for the public housing units. BHA received a $750,000 HOPE VI demolition grant to supplement this replacement housing project in the Rio Grande Valley. The HTC award was $1.082 million in annual 9% credits. AIG Sun America is the equity investor. The construction contract was for $10.4 million. RRM was the property manager through lease up and stabilization.

The Edinburg Senior Towers, Edinburg, Texas:
A 100-unit rehab of an eight-story senior tower, 9% HTC, mixed income development for seniors age 55 and older located in Edinburg, Texas. Resident incomes range from 30% of AMFI including 30% public housing units to 60% of AMFI. RISE is the fee developer and contractor for the Housing Authority of the City of Edinburg, EHA, who is the GP and owner of the development partnership. This is a HUD mixed financed development. Construction financing for this development was provided by AIG Sun America in the amount of $4.0 million. AIG Sun America provided a rate locked forward funding commitment at 6.75% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $1,200,000. The contractor broke ground on the project in June 2006. It was completed in December 2006. 100% occupancy was achieved April 1, 2007. This project received a soft money contribution from EHA for $1,210,000 plus an assignment of the public housing subsidy for the public housing units. This project received an AHP grant for $350,000 from the FHLBB, Dallas, via IBC Bank, Brownsville in the Fall of 2006. The HTC award was $387,316 in annual 9% credits. The project was eligible for 4% acquisition credits in addition to the 9% HTC award. The non-public housing units are supported by a ten-year project-based section 8 contract. AIG Sun America is the equity investor. The construction contract was for $3.95 million. RRM was the property manager through lease up and stabilization.

Quail Creek Family Housing, Denton, TX:
A 264-unit new construction development for low and moderate-income families located in Denton, Texas, approximately 15 miles North of Downtown Dallas. The site is located on Brinker Road with access to Loop 288 near the new Denton Regional Medical Center. Construction and permanent financing for this development has been provided by Charter Mac through a tax-exempt bond offering for $16,800,000. The bonds closed and the contractor broke ground on the project in May 2003. It was completed in August 2004 and achieved stabilized occupancy in June 2005. The Related Capital Companies is the equity investor in this development. (This project was sold to Provident Realty Advisors in 2004). The construction contract was for $15.25 million. RRM was the property manager through lease up and stabilization.

Rose Court at Thorntree Family Housing, Dallas, TX:
A 280-unit new construction development for low and moderate-income families located in Dallas, Texas, approximately 15 miles South of Downtown Dallas. The site is located on Wheatland Road with access to Hwy 67 near the new Methodist Regional Medical Center. Construction and permanent financing for this development has been provided by Charter Mac through a tax-exempt bond offering for $16,800,000. The bonds closed and the contractor broke ground on the project in October 2003. It was completed in October 2004 and achieved stabilized occupancy in June 2005. The Related Capital Companies is the equity investor in this development. (This project was sold to Provident Realty Advisors in 2004). The construction
contract was for $16.25 million. RRM was the property manager through lease up and stabilization.

**Champion at Rush Creek Family Housing, Arlington, TX:**
A 248-unit new construction development for low and moderate-income families located in Arlington, Texas, approximately 5 miles south of Downtown Arlington. The site is located on Sublett Road with access to Cooper Street. Construction and permanent financing for this development has been provided by Charter Mac through a tax-exempt bond offering for $16,600,000. The bonds closed and the contractor broke ground on the project in May 2004. It was completed in April 2005 and is scheduled for 100% occupancy by October 2005. Related Capital Companies is the equity investor in this development. Wachovia Bank N.A. was the Letter of Credit provider during the interim construction. The LC has been released at this time. This development has achieved stabilized occupancy and converted to permanent in May 2007. (This project was sold to CCG in December 2008). The construction contract was for $14.75 million. RRM was the property manager through lease up and stabilization.

**Champion Town Homes on the Green Family Housing, Houston, TX:**
A 238-unit new construction development for low and moderate-income families located in Houston, Texas, approximately 15 miles North of Downtown Houston. The site is located on Veterans Memorial Parkway at Beltway 8, with direct access to the George Bush International Airport. Construction and permanent financing for this development has been provided by Charter Mac through a tax-exempt bond offering for $16,200,000. The bonds closed and the contractor broke ground on the project in February 2004. It was completed in April 2005. The Related Capital Companies is the equity investor in this development. This development has achieved stabilized occupancy and converted to permanent in May 2007. (This project was sold to CCG in December 2008). The construction contract was for $15.15 million. RRM was the property manager through lease up and stabilization.

**Champion at Marshall Meadows Mixed Income Family Housing, San Antonio, TX:**
A 250-unit new construction development for families of mixed income from 60% of AMFI to market rate housing located in San Antonio, Texas, approximately 10 miles South of Downtown San Antonio. The site is located on Loop 410 at Espada Road near the site of the new Texas A&M campus on the Mission Trails. Construction and permanent financing for this development has been provided by Charter Mac through a tax-exempt bond offering for $14,260,000. Soft money was loaned into the development partnership by TSAHC, the issuer for $500,000 and $250,000 by Bexar County in the from a HOME funds grant to the non-profit GP and a loan to the project partnership. The bonds closed and the contractor broke ground on the project in March 2005. It was completed in July 2006 and was 100% occupied by September 2007. The Related Capital Companies is the equity investor in this development. It is 60% market rate 40% affordable. (This project was sold to CCG in December 2008). The construction contract was for $16.35 million. RRM was the property manager through lease up and stabilization.

**Champion at Port Royal Family Housing, San Antonio, TX:**
A 250-unit new construction development for families of low and moderate income at or below 60% of AMFI to market rate housing located in San Antonio, Texas, approximately 5 miles Southwest of Downtown San Antonio. The site is located at 5300 Military Parkway near the entrance to Lackland Air Force Base. Construction and permanent financing for this
development has been provided by Charter Mac through a tax-exempt bond offering for $12,200,000. The bonds closed and the contractor broke ground on the project in April 2005. It was completed in May 2006 and was 100% occupied by April 2007. The Related Capital Companies is the equity investor in this development. (This project was sold to CCG in December 2008). The construction contract was for $14.5 million. RRM was the property manager through lease up and stabilization.

**Champion at Mission Del Rio Family Housing, San Antonio, TX:**
A 240-unit new construction development for families of low and moderate income at or below 60% of AMFI to market rate housing located in San Antonio, Texas, approximately 3 miles South of Downtown San Antonio. The site is located at Riverside Drive off of South Presa. The cross street is VFW Boulevard, formally East White, near the entrance to the historic Mission San Jose. The site runs along the banks of the San Antonio River. Mission County Park is directly adjacent to the site. Construction and permanent financing for this development has been provided by Charter-Mac through a tax-exempt bond offering for $11,490,000. The bonds closed and the contractor broke ground on the project in May 2007. It was completed in May 2009. 100% occupancy was achieved by June 2009. The Related Capital Companies is the equity investor in this development. (This project was sold to CCG in December 2008). The construction contract was for $16.8 million. RRM was the property manager through lease up and stabilization.

**Villas at Winkler Senior Housing, Houston, TX:**
A 234-unit new construction development for low and moderate-income seniors age 55 years and older located in Houston, Texas, approximately 5 miles south of Downtown Houston. The development targets senior at or below 50% and 60% of AMFI. The site is located just off of I-45 at Monroe with access to Hobby Airport. Medical service providers surround the property location. Construction and permanent financing for this development has been provided by Charter Mac through a tax-exempt bond offering for $11,450,000. The bonds closed and the contractor broke ground on the project in April 2005. It was completed in June 2006 and was 100% occupancy by December 2008. **RISE is the fee developer and contractor for the Housing Authority of the City of Houston, HACH, who is the GP and owner of the development partnership.** The Related Capital Companies is the equity investor in this development. (This project was sold to CCG in December 2008). The construction contract was for $12.05 million. RRM was the property manager through lease up and stabilization.

**Champion Town Homes at Pecan Grove Family Housing, Dallas, TX:**
A 250-unit new construction development for families of low and moderate income at or below 50% and 60% of AMFI located in Dallas, Texas, approximately 8 miles South of Downtown Dallas in the Pleasant Grove area. The site is located at 3131 Simpson Stuart Road near Paul Quinn College. The site is contiguous to the successful Homes of Persimmons development. Construction and permanent financing for this development has been provided by Charter Mac through a tax-exempt bond offering for $14,030,000. The bonds closed and the contractor broke ground on the project in May 2005. It was completed in June 2006 and was 100% occupied by December 2006. The Related Capital Companies is the equity investor in this development. (This project was sold to CCG in December 2008). The construction contract was for $16.9 million. RRM was the property manager through lease up and stabilization.
Developments undertaken while RRC principals and officers were development team leaders of another affordable housing development company (1997-2002):

The Villas at Remond, Dallas, TX:
A 131-unit new construction development for independent senior citizens age 60 and over located in Dallas, Texas. Construction and permanent financing were provided by Bank One, and Related Capital purchased the tax credits. Remond reached 100% occupancy by December 2000. The projects permanent loan is a 30-30 at 8.0% fixed, FNMA cash forward that funded in January 2001. The Related Capital Companies is the equity investor in this development.

The Villas at Greenville, Greenville, TX:
A 128-unit new construction development for independent seniors age 60 and over located in Greenville, Texas, approximately 60 miles east of Dallas. Construction financing for this development has been provided by Chase Bank of Texas. First Union committed a 15-year, 30-year amortization permanent mortgage for this property in the amount of $3,715,000. The contractor broke ground on the project in December 1999. The property is 100% occupancy and converted to the Fannie Mae perm loan on March 31, 2002. The Related Capital Companies is the equity investor in this development.

The Oaks at Hampton, Dallas, TX:
A 250-unit new construction development for independent seniors age 55 and over located in Oak Cliff, Texas, approximately 5 miles South of Downtown Dallas. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $10,060,000. The City of Dallas provided $1.5 million of CDBG and Neighborhood Renaissance funding at very low interest for 18 years to support construction of the development. The bonds closed and the contractor broke ground on the project in May 2000. It was completed in October 2001. It reached stabilized occupancy in March 2002. It is currently 100% occupied. This development was recognized by HUD as a “model for affordable housing” in 2002. The Related Capital Companies is the equity investor in this development.

The Parks at Westmoreland, DeSoto, TX:
A 250-unit new construction development for independent seniors age 55 and over located in DeSoto, Texas, approximately 7 miles South of Downtown Dallas. This project is the second phase of the successful Courtyards at Kirnwood development. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $10,060,000. The bonds closed and the contractor broke ground on the project in July 2000. It was completed in March 2002 and was 100% occupancy by July 2002. This development was recognized by the NAHB for its marketing material with a “Pillars of the Industry” Award in 2002. The Related Capital Companies is the equity investor in this development.

Medical Center Gardens, Dallas, TX:
A 100-unit new construction development for families located in the UT Southwest Medical Center Hospital District in Dallas, Texas. Construction financing for this development was provided by Bank One Texas. PW Funding, a FNMA DUS, committed an 18-year, 30-year amortization permanent mortgage for this property in the amount of $5,000,000. The contractor
broke ground on the project in December 2000. It was completed in March 2002 and 100% occupied by May 2002. This project was a cooperative venture with El Dorado Housing Development Corporation. This is a mixed income project, 70% LIHTC income restricted units and 30% of the units at Market Rate. The Related Capital Companies is the equity investor in this development.

**Hillsboro Gardens Apartments, Hillsboro, TX:**
A 76-unit new construction development for families located in Hillsboro, Texas, 90 miles south of Dallas between Waco and Austin. Construction financing for this development will be provided by Bank One Texas. PW Funding, a FNMA DUS, committed an 18-year, 30-year amortization permanent mortgage for this property in the amount of $2,000,000. The contractor broke ground on the project in December 2000. It was completed in December 2001. 100% occupancy was achieved March 2002. This project is a cooperative venture with Villas Buenas, Inc. The Related Capital Companies is the equity investor in this development.

**Bluffview Villas Senior Housing, Denton, TX:**
A 250-unit new construction development for independent seniors age 55 and over located in Denton, Texas, approximately 15 miles North of Downtown Dallas. This project was the first unanimous zoning case in Denton in 20 years. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $10,700,000. The bonds closed and the contractor broke ground on the project in May 2001. It was completed in October 2003. It is expected to reach stabilized occupancy in the summer of 2003. The Related Capital Companies is the equity investor in this development. This project received an AHP grant for $500,000 from the FHLBB, Dallas.

**Knollwood Villas Family Housing, Denton, TX:**
A 264-unit new construction development for low and moderate-income families located in Denton, Texas, approximately 15 miles North of Downtown Dallas. This project was approved by PD in a six to one zoning case in Denton. The site is located on McKinney Street with access to Loop 288. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $13,750,000. The bonds closed and the contractor broke ground on the project in June 2001. It was completed in December 2002 and is scheduled for 100% occupancy by June 2003. The Related Capital Companies is the equity investor in this development.

**Arbors at Creekside Senior Housing, Austin, TX:**
A 176-unit new construction fee development for independent seniors age 55 and over located in Austin, Texas, approximately 3 miles north of the State Capitol. The project is a corner parcel at I-35 and Hwy 290. This project is owned by an affiliate of the City of Austin, Austin Housing Finance Corporation, AHFC. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $8,600,000 and a taxable tail of up to $800,000. The bonds closed and the contractor broke ground on the project in June 2001. It was completed in December 2002 and is scheduled to be 100% occupancy by March 2003. The City of Austin contributed the land to the project, which also enjoys 100% ad valorem tax abatement. The Related Capital Companies is the equity investor in this development. This community won a Meritorious Achievement Award for the National Council of Local Housing Finance Companies. This project received an AHP grant for $500,000 from the FHLBB, Dallas.
Shadow Mountain Family Housing, Colorado Springs, CO:
A 144 unit new construction development for low and moderate income families located in Colorado Springs, CO, approximately 3 miles North of Downtown on North Nevada Avenue. This project was approved for a special use permit in a zoning case in July 2001. The site is located on North Nevada Avenue near the intersection with Garden of the Gods Boulevard. Construction and permanent financing for this development will be provided by Amac and Related Capital Companies through a sale of the 9% LIHTC tax credits. ORH plans to close the land and break ground on the project in September 2001. This project is the largest recipient of tax credits in Colorado in 2001. It was completed in June 2003 and achieved 100% occupancy in January 2004. The Related Capital Companies is the equity investor in this development. This project received an AHP grant for $350,000 from the FHLBB, Topeka. It also received HOME funds in the form of a long term low interest loan through the City of Colorado Springs in the amount of $400,000.

Hillside Family Housing, Dallas, Texas:
A 236 unit new construction development for low and moderate income families located in Dallas, Texas, located on Loop 12 and Trailglen Drive in the Pleasant Grove area of Dallas. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $14,250,000. The partnership closed the bonds and broke ground on the project in December 2001. It was completed in December 2002 and achieved 100% occupancy in December 2003. The Related Capital Companies is the equity investor in this development. This project received an AHP grant for $500,000 from the FHLBB, Dallas.

Oak Hollow Family Housing, Dallas, Texas:
A 153 unit new construction development for low and moderate income families located in Dallas, Texas, located on the East corner of Ledbetter Road and Bonnie View. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $10,750,000. The bonds closed and the contractor broke ground on the project in December 2001. It was completed in February 2003. It is projected to be 100% occupied by April 2003. The Related Capital Companies is the equity investor in this development. This project received an AHP grant for $500,000 from the FHLBB, Dallas. The City of Dallas provided funding of $1.4 million of CDBG and neighborhood renaissance monies to this development.

Highland Gardens Apartments, Harlingen, Texas:
A 174-unit new construction development for families located in Harlingen, Texas. Construction financing for this development was provided by Chase Bank of Texas. Community Development Trust provided a rate locked forward funding commitment at 7.75% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $4,550,000. The contractor broke ground on the project in March 2002. It was completed in March 2003. 100% occupancy is anticipated to be achieved July 2003. This project is a cooperative venture with Casa Linda Development, Inc. This project received an AHP grant for $500,000 from the
FHLBB, Dallas, via IBC Bank, Brownsville. The Related Capital Companies is the equity investor in this development.

El Dorado Town homes, Brownsville, Texas:
A 146-unit new construction development for families located at Hwy 48 and Robindale Road in Brownsville, Texas. Construction financing for this development was provided by Chase Bank of Texas. Community Development Trust provided a rate locked forward funding commitment at 7.75% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $3,950,000. The contractor broke ground on the project in March 2002. It was completed in March 2003. 100% occupancy was achieved in July 2003. This project is a cooperative venture with El Dorado Housing Development, Inc. This project received an AHP grant for $500,000 from the FHLBB, Dallas, via IBC Bank, Brownsville. The Related Capital Companies is the equity investor in this development.

Villas of Cedar Hill Senior Housing, Cedar Hill, Texas:
A 132 unit new construction development for independent seniors age 55 and over located in Cedar Hill, Texas, East of Beltline Road and Joe Wilson Parkway. Construction and permanent financing for this development was provided by the Prudential Fannie Mae DUS. AIG Sun America is the equity investor in the 9% LIHTC tax credits. The land acquisition closed and the contractor broke ground on the project in May 2002. It was completed in March 2003. It achieved stabilized occupancy through the pre-leasing period. It was 100% occupied by December 2003. This is a mixed income development, 60% of the units are affordable the other 40% are market rate.

The Town Homes at Timbercreek, Dallas, Texas:
A 100 unit new construction townhouse development for families located in Dallas, Texas, at I-20 and Polk Street near the site of the new University of North Texas, Dallas campus. Construction and permanent financing for this development was provided by the Prudential Fannie Mae DUS. Sun America is the equity investor in the 9% LIHTC tax credits. The land acquisition closed and the contractor broke ground on the project in May 2002. This project is a cooperative venture with B & L Development, Inc. It reached completion in June 2003 and 100% occupancy by October 2003. Over 80% of the units were pre leased during construction. The community is a mixed income development, 60% of the units are affordable the other 40% are market rate.

Clarkridge Villas Family Housing, Dallas, TX:
A 264-unit new construction development for low and moderate-income families located in Dallas, Texas, approximately 5 miles South of Downtown Dallas. The site is located on Clarkridge Drive and Clark Road with access to I-20 at Mountain Creek Parkway. The community families are served by the prestigious Duncanville School District Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $15,000,000. The bonds closed and the contractor broke ground on the project in September 2002. It was completed in December 2003. It was forecast to achieve 100% occupancy by June 2004. The Related Capital Companies is the equity investor in this development.

Heatherwilde Villas Family Housing, Pflugerville, TX:
A 256-unit new construction development for low and moderate-income families located in Pflugerville, Texas, approximately 5 miles North of Downtown Austin. The site is located on Yellow Sage Road with access to I-35 close by the community. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $14,750,000. The bonds closed and the contractor broke ground on the project in September 2002. It was completed in December 2003. It was scheduled for 100% occupancy by June 2004. The Related Capital Companies is the equity investor in this development.

**Pleasant Valley Villas Family Housing, Austin, TX:**
A 280-unit new construction development for low and moderate-income families located in Austin, Texas, approximately 1 mile South of Downtown Austin. The site is located on Oltorf Street and Pleasant Valley Road. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $16,500,000. The bonds closed and the contractor broke ground on the project in October 2002. It was completed in December 2003 and is scheduled for 100% occupancy by June 2004. The Related Capital Companies is the equity investor in this development. Approximately half the livings units are duplexes the balance are garden apartments.

**Hickory Trace Family Housing, Dallas, TX:**
A 180-unit new construction townhouse style development for low and moderate-income families located in Dallas, Texas, approximately 5 miles South of Downtown Dallas. The development zoning was unanimously approved by the Dallas City Council for this specific use. The site is located on Westmoreland Street just north of the intersection with Wheatland Road adjacent to Charlton Methodist Hospital. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $12,500,000. The bonds closed and the contractor broke ground on the project in November 2002. It was completed in December 2003 and was scheduled for 100% occupancy by June 2004. The Related Capital Companies is the equity investor in this development.

**Southern Oaks Family Housing, Dallas, TX:**
A 256-unit new construction development for low and moderate-income families located in Denton, Texas, approximately 5 miles East of Downtown Dallas. The development zoning was unanimously approved by the Dallas City Council for this specific use The site is located on McKinney Street with access to Loop 288. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $13,750,000. The bonds closed and the contractor broke ground on the project in June 2001. It was completed in December 2002 and was scheduled to achieve 100% occupancy by June 2003. The Related Capital Companies is the equity investor in this development.

**Primrose SA II Family Housing, San Antonio:**
A 280-unit new construction development for low and moderate-income families located in South San Antonio, Texas, approximately 10 miles south of Downtown. The San Antonio City council unanimously approved the land sue for this community. The site is located on Palo Alto (Hwy 16) and Loop 410 near Palo Alto College. Construction and permanent financing for this development has been provided by Charter Mac through a tax exempt bond offering for $15,000,000. The bonds closed and the contractor broke ground on the project in December 2003. It was completed in December 2003 and was scheduled for 100% occupancy by June
2004. The Related Capital Companies is the equity investor in this development. The partnership is owned and controlled by the Housing Authority of Bexar County.

**Pleasant Valley Courtyards, Austin, Texas:**
A 163-unit new construction development for families located in Austin, Texas. Construction financing for this development will be provided by Chase Bank of Texas. GMAC’s FNMA DUS will provide a rate locked forward funding commitment at 7.05% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $7,250,000. The development received nine percent LIHTC in July 2002 and met carryover in November 2002. It was completed in June 2003 and was scheduled for 100% occupancy by January 2004. This project is a cooperative venture with El Dorado Housing Development, Inc. GMAC is the equity investor in this development.

**Heatherwilde Estates, San Antonio, Texas:**
A 176 unit new construction development for families located in San Antonio, Texas. Construction and permanent financing for this development will be provided by GMAC Fannie Mae DUS. GMAC is the equity investor in the 9% LIHTC tax credits. The land acquisition closed in November 2002. The project is a cooperative venture with B & L Development, Inc. and its principal, Bobby Leopold. GMAC’s FNMA DUS will provide a rate locked forward funding commitment at 7.05% per annum fixed for 18 years, 30-year amortization permanent mortgage for this property in the amount of $4,750,000. The development received nine percent LIHTC in July 2002 and met carryover in November 2002. It was completed in December 2004 and was scheduled for 100% occupancy by June 2005. This project is a cooperative venture with B & L Development, Inc. The community is a mixed income development, 80% of the units are affordable and the other 20% are market rate. The partnership was to be owned and controlled by the Housing Authority of Bexar County.

**Kirnwood Senior Housing, Desoto, Texas:**
A 176 unit new construction development for independent seniors age 55 and over located in Desoto, Texas, Kirnwood Drive by Charelton Methodist Hospital. Construction and permanent financing for this development was be provided by the Prudential Fannie Mae DUS. Related Capital is the equity investor in the 9% LIHTC tax credits. The land acquisition closed and the contractor broke ground on the project in May 1998. It was completed in March 1999. It achieved stabilized occupancy through the pre-leasing period. It was 100% occupied by March 2000. This is a mixed income development, 95% of the units are affordable the other 5% are market rate.
Rise Residential Construction, LP HUB Participation

Rise Residential Construction, LP (Rise) will serve as the Historically Underutilized Business in the development, Somerville Estates, to be located in Somerville, TX. Rise will participate throughout the Texas Department of Housing and Community Affairs Compliance Period.

Rise will participate by assisting in the following tasks:

1. Provide input and review Development and Operating information.
2. Interaction with TDHCA, lenders, and equity partners to facilitate generation of finance documents, due diligence, and closing.
3. Review and provide feedback on plans and specifications.
4. Conduct on-site inspections during construction.
5. Oversee the construction draw process.
6. Help ensure important milestones are met.
7. Make comments when appropriate on monthly operating and leasing data
8. Participate in TDHCA compliance and equity partner on-site physical inspections.
9. Identify and respond to structural, community and operational issues.
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.

All Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Somerville Estates
Organizational Chart

Somerville Senior Housing, LP

Somerville Senior Housing GP, LLC
General Partner, .01%

SDR Investments, LLC
100% Member
27-0461478

RAH Investments, LLC
33.3% Member
57-1170598
Ryan Hudspeth
100% Managing Member

Jenderham Investments, LLC
33.3% Member
26-1520631
Derrick Hamilton
100% Managing Member

Smith Real Estate Development, Inc.
33.3% Member
03-0574512
Shawn Smith
100% President

 Syndicator
99.99% Limited Partner

The GP & all sub-entities to be listed as Guarantors

SDR is the Developer and it’s Org Structure is presented here. Therefore, no separate Developer Org Chart to be provided.
Belmont Construction Company, LLC

Belmont Construction Company, LLC
TIN: 26-1515526

BAH Investments, LLC
- 90%
Managing Member
TIN: 57-1705998

Johnny McChes, Individually
- 10%
Managing Member

Ryan Hadley
- 100%
Managing Member

Sanderson Investments, LLC
- 25%
Managing Member
TIN: 26-1526031

Derek Hamilton
- 100%
Managing Member

Smith Paul Real Estate Development, Inc.
- 25%
Managing Member
TIN: 03-5555512

Sherri Smith
- 100%
President

Also a Guarantor
Somerville Estates
Organizational Chart

Somerville Senior Housing, LP

Somerville Senior Housing GP, LLC
General Partner, .01%

SDR Investments, LLC
100% Member
27-0461478

RAH Investments, LLC
33.3% Member
57-1170598

Jenderham Investments, LLC
33.3% Member
26-1520631

Smith Real Estate Development, Inc.
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03-0574512

Ryan Hudspeth
100% Managing Member

Derrick Hamilton
100% Managing Member

Shawn Smith
100% President

Syndicator
99.99% Limited Partner

The GP & all sub-entities to be listed as Guarantors

SDR is the Developer and its Org Structure is presented here. Therefore, no separate Developer Org Chart to be provided.

Regarding both the Owner & Developer entity Org Charts represented above, Ryan Hudspeth, Derrick Hamilton, & Shawn Smith each meet TDHCA's definition of "Control".
Belmont Construction Company, LLC

Also a Guarantor

Ryan Hudspeth, Derrick Hamilton, & Shawn Smith each meet TDHCA's definition of "Control". Johnny McClain does not.
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>List of Organizations and Principals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Legal Name:</td>
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<tr>
<td>Address:</td>
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<td>City:</td>
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<tr>
<td>State:</td>
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<td>Zip:</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Organization legally formed?</td>
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<td>Date formed:</td>
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<tr>
<td>Legal Org is or will be:</td>
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<td>Email:</td>
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<tr>
<td>Email:</td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?: Yes</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. SDR Investments, LLC
   - TDHCA Experience: Yes
   - Role/Title: Sole Member of the GP & Developer

2. RAH Investments, LLC
   - TDHCA Experience: Yes
   - Role/Title: Member of GP & Developer

3. Jenderham Investments, LLC
   - TDHCA Experience: Yes
   - Role/Title: 

   - TDHCA Experience: Yes
   - Role/Title: 

5. SDR Investments, LLC
   - TDHCA Experience: Yes
   - Role/Title: 

6. Belmont Construction Company, LLC
   - TDHCA Experience: Yes
   - Role/Title: 

7. Ryan Hudspeth
   - TDHCA Experience: Yes
   - Role/Title: 

8. SDF Investments, LLC
   - TDHCA Experience: Yes
   - Role/Title: 

   - TDHCA Experience: Yes
   - Role/Title: 

10. Belmont Construction Company, LLC
    - TDHCA Experience: Yes
    - Role/Title: 

11. Ryan Hudspeth
    - TDHCA Experience: Yes
    - Role/Title: 

12. SDF Investments, LLC
    - TDHCA Experience: Yes
    - Role/Title: 

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.</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Name(s) of Entities the Organization Owns or Controls</th>
<th>Organization legally formed?</th>
<th>Date formed</th>
<th>Legal Org is or will be</th>
<th>Previous TDHCA Experience?</th>
<th>Date formed</th>
<th>Legal Org is or will be</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Jenderham Investments, LLC</td>
<td>Member of GP &amp; Developer</td>
<td>222 E. Main, First Floor</td>
<td>Oklahoma City</td>
<td>OK</td>
<td>73104</td>
<td>SDR Investments, LLC, Belmont Construction Company, LLC</td>
<td>Yes</td>
<td>9/12/2007</td>
<td>Limited Liability Company</td>
<td>Yes</td>
<td>None</td>
<td>None</td>
<td>4056045074</td>
<td><a href="mailto:dhamilton@belmontdev.com">dhamilton@belmontdev.com</a></td>
</tr>
<tr>
<td>5</td>
<td>Smith Real Estate Development, Inc.</td>
<td>Member of GP &amp; Developer</td>
<td>222 E. Main, First Floor</td>
<td>Oklahoma City</td>
<td>OK</td>
<td>73104</td>
<td>None</td>
<td>Yes</td>
<td>11/28/2005</td>
<td>Corporation</td>
<td>Yes</td>
<td>None</td>
<td>None</td>
<td>4056045074</td>
<td>ss <a href="mailto:smith@belmontdev.com">smith@belmontdev.com</a></td>
</tr>
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<td>6</td>
<td>Belmont Construction Company, LLC</td>
<td>GC &amp; Guarantor</td>
<td>222 E. Main, First Floor</td>
<td>Oklahoma City</td>
<td>OK</td>
<td>73104</td>
<td>None</td>
<td>Yes</td>
<td>12/5/2007</td>
<td>Limited Liability Company</td>
<td>Yes</td>
<td>None</td>
<td>None</td>
<td>4056045074</td>
<td><a href="mailto:rhudspeth@belmontdev.com">rhudspeth@belmontdev.com</a></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. Derrick Hamilton
   - TDHCA Experience: Yes
   - Ability to exercise Control over the Development: Yes
2. Shawn Smith
   - TDHCA Experience: Yes
   - Ability to exercise Control over the Development: Yes
3. Johnny McClain
   - TDHCA Experience: Yes
   - Ability to exercise Control over the Development: Yes
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
Person/Role: Somerville Senior Housing, LP
Email Address: rhudspeth@belmontdev.com
City & State of Home Addr: Oklahoma City, OK
Applicant Legal Name: Somerville Senior Housing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

![By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.]

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<th>TDHCA ID#</th>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

![By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.]

<table>
<thead>
<tr>
<th>Community Affairs:</th>
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<td>CSBG</td>
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<td>PWD</td>
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<td>HRA</td>
<td>SFD</td>
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<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
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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: Somerville Senior Housing GP, LLC, General Partner
Email Address: rhudspeth@belmontdev.com
City & State of Home Addr: Oklahoma City, OK
Applicant Legal Name: Somerville Senior Housing, 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.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

X By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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**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: **SDR Investments, LLC, Sole Member of GP & Developer**

Email Address: **rhudspeth@belmontdev.com**

City & State of Home Addr: **Oklahoma City, OK**

Applicant Legal Name: **Somerville Senior Housing, LP**

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   - By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<tbody>
<tr>
<td>96008</td>
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<td>Crosbyton</td>
<td>HTC 9%</td>
<td>May-18</td>
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<tr>
<td>13047</td>
<td>Garden Walk of LSW</td>
<td>La Grange/Weimar</td>
<td>HTC 9%</td>
<td>May-18</td>
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<td>Abernathy/Carnes</td>
<td>HTC 9%</td>
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<td>17384</td>
<td>Alvarado Senior Apartments</td>
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<td>17424</td>
<td>Creekview Apartment Homes</td>
<td>Austin</td>
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<td>19214</td>
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<td>Ennis</td>
<td>HTC 9%</td>
<td>tbd</td>
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<tr>
<td>19357</td>
<td>Woodland Estates</td>
<td>Hempstead/Sweeny</td>
<td>HTC 9%</td>
<td>tbd</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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Person/Role: **RAH Investments, LLC, Member of GP & Developer**

Email Address: **rhudspeth@belmontdev.com**

City & State of Home Addr: **Oklahoma City, OK**

Applicant Legal Name: **Somerville Senior Housing, LP**

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: Ryan Hudspeth, Member of the GP, Developer, and Guarantor

Email Address: rhudspeth@belmontdev.com

City & State of Home Addr: Jones, OK

Applicant Legal Name: Somerville Senior Housing, LP

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Person/Role: Jenderham Investments, LLC, Member of GP & Developer

Email Address: dhamilton@belmontdev.com

City & State of Home Addr: Oklahoma City, OK

Applicant Legal Name: Somerville Senior Housing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: Derrick Hamilton, Member of the GP, Developer, and Guarantor
Email Address: dhamilton@belmontdev.com
City & State of Home Addr: Edmond, OK
Applicant Legal Name: Somerville Senior Housing, LP

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Person/Role: Smith Real Estate Development, Inc., Member of GP & Developer
Email Address: ssmith@belmontdev.com
City & State of Home Addr: Oklahoma City, OK
Applicant Legal Name: Somerville Senior Housing, LP

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<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
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<tr>
<td>Other:</td>
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<td>NSP</td>
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</tbody>
</table>
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: Shawn Smith, Member of the GP, Developer and Guarantor

Email Address: ssmith@belmontdev.com

City & State of Home Addr: Choctaw, OK

Applicant Legal Name: Somerville Senior Housing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>96008</td>
<td>Savannah Park of Crosbyton</td>
<td>Crosbyton</td>
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</tr>
<tr>
<td>13047</td>
<td>Garden Walk of LSW</td>
<td>La Grange/Schulenburg/Weimar</td>
<td>HTC 9%</td>
<td>May-18</td>
<td></td>
</tr>
<tr>
<td>14100</td>
<td>Savannah Park of ALK</td>
<td>Abernathy/lexington/Karnes City</td>
<td>HTC 9%</td>
<td>May-18</td>
<td></td>
</tr>
<tr>
<td>14414</td>
<td>Villas at Plano Gateway Senior Living</td>
<td>Plano</td>
<td>HTC 4%</td>
<td>May-18</td>
<td></td>
</tr>
<tr>
<td>17383</td>
<td>McGregor Senior Apartments</td>
<td>Mcgregor</td>
<td>HTC 9%</td>
<td>Sep-18</td>
<td></td>
</tr>
<tr>
<td>17384</td>
<td>Alvarado Senior Apartments</td>
<td>Alvarado</td>
<td>HTC 9%</td>
<td>Oct-18</td>
<td></td>
</tr>
<tr>
<td>17424</td>
<td>Creekview Apartment Homes</td>
<td>Austin</td>
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<td>Jul-17</td>
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<td>19214</td>
<td>Lakeridge Villas</td>
<td>Ennis</td>
<td>HTC 9%</td>
<td>tbd</td>
<td></td>
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<tr>
<td>19357</td>
<td>Woodland Estates</td>
<td>Hempstead/Sweeny</td>
<td>HTC 9%</td>
<td>tbd</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.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
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<tr>
<td></td>
<td>CSBG</td>
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<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name (only in role of General Contractor)</th>
<th>Property City</th>
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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: Johnny McClain, Member of GC
Email Address: jmcclain@belmontconst.com
City & State of Home Addr: Claremore, OK
Applicant Legal Name: Somerville Senior Housing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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| NSP                                     |      |           |      |           |
Nonprofit Participation

0 Nonprofit Set-Aside (Competitive HTC Applications Only)

Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

☐ By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

☐ By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

Organization Name:

Is the Organization a 501(c )(3) or (4) as of the beginning of the Application Acceptance Period?

If no to the question above, what is its current legal status?

If "Other" please specify:

Date of legal formation of Nonprofit Organization:

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?

If “Yes”, will this nonprofit organization Control the Applicant?

What is the ownership percentage of this nonprofit organization?

2) Describe the nonprofit’s participation:

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

4) Will the nonprofit receive part of the development fees paid in connection with the development?

If "Yes," explain:

☐ Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organization’s participation in the Application and naming all members of the board and employees who may act on its behalf.

2/28/2020
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
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</tbody>
</table>
Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

- A resolution approved at a regular meeting of the majority of the Board of Directors of the nonprofit:
  - Indicating the Board's awareness of the organization’s participation in each specific Application, and
  - Naming all members of the Board and employees who may act on its behalf

A. Applications participating in the Nonprofit Set-Aside must also provide:

- IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

- Nonprofit Participation exhibit as provided in the Application

- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

- The Nonprofit’s most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)

- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

- IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

- Explanation of basis of nonprofit status if not 501(c)(3) or (4)

- Nonprofit Participation exhibit
### 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>Role</th>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Developer:</strong></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>SDR Investments, LLC</td>
<td>Ryan Hudspeth</td>
<td>(405) 604-5074</td>
<td></td>
<td><a href="mailto:rhudspeth@belmontdev.com">rhudspeth@belmontdev.com</a></td>
<td>$404,946.00</td>
<td>27-0461478</td>
<td>Yes</td>
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<tr>
<td>Housing General Contractor:</td>
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<td></td>
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<tr>
<td>Belmont Construction Company, LLC</td>
<td>Ryan Hudspeth</td>
<td>(405) 604-5074</td>
<td></td>
<td><a href="mailto:rhudspeth@belmontdev.com">rhudspeth@belmontdev.com</a></td>
<td>$216,000.00</td>
<td>26-1517526</td>
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<tr>
<td>Infrastructure General Contractor:</td>
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<td>Cost Estimator:</td>
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<tr>
<td>Belmont Construction Company, LLC</td>
<td>Shawn Smith</td>
<td>(405) 604-5074</td>
<td></td>
<td><a href="mailto:ssmith@belmontdev.com">ssmith@belmontdev.com</a></td>
<td>N/A</td>
<td>26-1517526</td>
<td>No</td>
<td></td>
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<tr>
<td>Architect:</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Wallace Architects, LLC</td>
<td>Randy Porter</td>
<td>(573) 256-7200</td>
<td></td>
<td><a href="mailto:randyp@wallacearchitects.com">randyp@wallacearchitects.com</a></td>
<td>$60,000.00</td>
<td>43-1802526</td>
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### Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>N/A-service included with Architect</td>
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### Civil Engineer:

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### Market Analyst:

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<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Shackelford</td>
<td>(214) 780-1400</td>
<td>75-2967456</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

### Attorney:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
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<tbody>
<tr>
<td>John Shackelford</td>
<td>(214) 780-1400</td>
<td>75-2967456</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

### Accountant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Barker</td>
<td>(205) 271-5552</td>
<td>75-2967456</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Property Manager:</td>
<td>Contact Name</td>
<td>Phone</td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------</td>
<td>-------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td>Belmont Management Company Inc.</td>
<td>Rhonda Nicholson</td>
<td>(479) 242-8900</td>
<td><a href="mailto:rnicholson@belmontmgt.com">rnicholson@belmontmgt.com</a></td>
<td>$19,008.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Originator of Underwriter:</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
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<tbody>
<tr>
<td>N/A</td>
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<table>
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<tr>
<th>Bond Issuer:</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
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<table>
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<tr>
<th>Syndicator:</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monarch Private Capital</td>
<td>Brent Barringer</td>
<td>(334) 663-4523</td>
<td>bbarringer@monarchprivate</td>
<td>$40,000.00</td>
<td>83-3269875</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supportive Services Provider:</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
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<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/28/2020
| Preservice Consultant: | | | |
|------------------------|------------------|-------------------|
| **Title Company**      | **Contact Name** | **Phone** |
| National Title & Escrow| Jody Chandler    | (501) 224-5552   |
| jody.chandler@national-te.com | $27,000.00 | 27-1387457 |
| Email                  | Proposed Fee     | Tax ID Number (TIN) |
| Certified Texas HUB?   | No               |     |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

| Application Consultant: | | | |
|-------------------------|------------------|-------------------|
| **Contact Name**        | **Phone** |
| N/A                     |                  |
| Email                   | Proposed Fee     | Tax ID Number (TIN) |
| Certified Texas HUB?    |                 |     |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* |               |

| ESA Provider: | | | |
|---------------|------------------|-------------------|
| **Contact Name** | **Phone** |
| N/A            |                  |
| Email          | Proposed Fee     | Tax ID Number (TIN) |
| Certified Texas HUB? |               |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* |               |

| Scope and Cost Review (formerly PCA) Provider: | | | |
|-----------------------------------------------|------------------|-------------------|
| **Contact Name** | **Phone** |
| Housing Consultants of Oklahoma | Ivan Graves | (405) 880-5867 |
| isgraves54@suddenlink.net | $3,650.00 | 45-3994000 |
| Email | Proposed Fee | Tax ID Number (TIN) |
| Certified Texas HUB? | No |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

| Preservation Consultant: | | | |
|--------------------------|------------------|-------------------|
| **Contact Name**         | **Phone** |
| N/A                      |                  |
| Email                    | Proposed Fee     | Tax ID Number (TIN) |
| Certified Texas HUB?     |                  |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* |               |

| Other: | | | |
|--------|------------------|-------------------|
| **Contact Name** | **Phone** |
| N/A              |                  |
| Email            | Proposed Fee     | Tax ID Number (TIN) |
| Certified Texas HUB? |               |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* |               |
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
Engineer/Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) certify that I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department’s website, release the Development Plan in response to a request for public information and make other use of the Development Plan as authorized by law.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC
§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I(We) certify that the net rentable square footage of the Development is 15,976 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 890 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

2/20/2020
   Date

M. Randall Porter
   Printed Name

24739 - Texas
   License Number and State

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:

- [x] An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- [ ] An Experience certificate issued by the Department under the 2020 QAP.
- [ ] An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [ ] Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

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.

2/28/2020
April 14, 2014

Mr. Ryan Hudspeth
119 N. Robinson, Suite 630
Oklahoma City, Oklahoma 73102

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Hudspeth:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence....

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this
certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.

If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Jean M. Latsha
Director of Multifamily Finance
**Applicant Credit Limit Documentation and Certification (Competitive HTC Only)**

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

**Instructions:**

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

### Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Somerville Senior Housing, LP</td>
</tr>
<tr>
<td>2. Somerville Senior Housing GP, LLC</td>
</tr>
<tr>
<td>3. SDR Investments, LLC</td>
</tr>
<tr>
<td>4. RAH Investments, LLC</td>
</tr>
<tr>
<td>5. Jenderham Investments, LLC</td>
</tr>
<tr>
<td>7. Belmont Construction Company, LLC</td>
</tr>
<tr>
<td>8. Ryan Hudspeth</td>
</tr>
<tr>
<td>9. Derrick Hamilton</td>
</tr>
<tr>
<td>10. Shawn Smith</td>
</tr>
<tr>
<td>11. Johnny McClain</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
</tr>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
**2/20/2020**  
Its: [Manager]  
Date **2/28/2020**
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**

| a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor. |
|---|---|---|
| 1. Somerville Senior Housing, LP | No |
| 2. Somerville Senior Housing GP, LLC | No |
| 3. SDR Investments, LLC | Yes | Submit Part II |
| 4. RAH Investments, LLC | Yes | Submit Part II |
| 5. Jenderham Investments, LLC | Yes | Submit Part II |
| 7. Belmont Construction Company, LLC | Yes | Submit Part II |
| 8. Ryan Hudspeth | Yes | Submit Part II |
| 9. Derrick Hamilton | Yes | Submit Part II |
| 10. Shawn Smith | Yes | Submit Part II |
| 11. Johnny McCloin | Yes | Submit Part II |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | | |
| 24 | | |
| 25 | | |
| 26 | | |
| 27 | | |
| 28 | | |
| 29 | | |
| 30 | | |

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification Form for each person and/or entity that answered “Yes” to Part I b. above.

By: [Signature of Applicant] [2/20/2020] Date [Its: Manager]

2/20/2020
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: SDR Investments, LLC

Which is: [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>20332-GardenWalk of Farmersville</td>
<td>3-Rural</td>
<td>Farmersville</td>
<td>50.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>20333-GardenWalk of Royse City</td>
<td>3-Rural</td>
<td>Royse City</td>
<td>50.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>20235-Madisonville Estates</td>
<td>8-Rural</td>
<td>Madisonville</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>20217-Somerville Estates</td>
<td>8-Rural</td>
<td>Somerville</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Ryan Hudspeth 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)]

SDR Investments, LLC
Printed Name

2/20/2020
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: RAH Investments, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

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<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>20332-GardenWalk of Farmersville</td>
<td>3-Rural</td>
<td>Farmersville</td>
<td>61.67%</td>
<td>40.00%</td>
</tr>
<tr>
<td>20333-GardenWalk of Royse City</td>
<td>3-Rural</td>
<td>Royse City</td>
<td>61.67%</td>
<td>40.00%</td>
</tr>
<tr>
<td>20235-Madisonville Estates</td>
<td>8-Rural</td>
<td>Madisonville</td>
<td>33.33%</td>
<td>33.33%</td>
</tr>
<tr>
<td>20217-Somerville Estates</td>
<td>8-Rural</td>
<td>Somerville</td>
<td>33.33%</td>
<td>33.33%</td>
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</table>

I acknowledge that Ryan Hudspeth 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)]

RAH Investments, LLC

Printed Name

2/20/2020

Date

2/20/2020
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: Jenderham Investments, 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

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Jenderham Investments, LLC

Printed Name

Date: 2/20/2020
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:

Smith Real Estate Development, Inc.

Which is:
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Smith Real Estate Development, Inc.  

Printed Name  

Date  

2/20/2020
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: Belmont Construction Company, 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
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Belmont Construction Company, LLC

Printed Name

2/20/2020

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: Ryan Hudspeth

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Ryan Hudspeth
Printed Name
2/20/2020
Date

2/20/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: Derrick 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
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: Derrick Hamilton
Date: 2/20/2020
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:  Shawn Smith

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  Shawn Smith  

Printed Name:  Shawn Smith  

Date:  2/20/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (a) must complete this form.

Name and role of Person or Entity completing this form: Johnny McClain

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Johnny McClain (Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate))

Printed Name

Date 2/10/2020

2/20/2020
## Community Input Scoring Items

**TDHCA#:** 20217  
**Self Score Total:** 123

### 1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

- **Points Requested:** 17
  - **Resolution(s) of either "no objection" or "support" is included behind this tab.**
  - Name of Local Government Body: Somerville City Council
  - Name of Local Government Body (if applicable)

**Notes:**
- **X** indicates support

**TDHCA# Notes:**
- **Points Requested:** 2

### 2. Quantifiable Community Participation - §11.9(d)(4)

- **Points Requested:** 4
  - Application expects to receive QCP points.
  - **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)

- **Points Requested:** 8
  - **Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
  - **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)

- **Points Requested:** 4
  - Applicant has included one or more letters of support or opposition behind this tab.

#### A. Brazos Valley Affordable Housing Corp

- Name of Community Organization: Ben Fortner
- **Support**
- **Opposition**

#### B. Brazos Valley Community Action Program

- Name of Community Organization: Tom Wilkinson
- **Support**
- **Opposition**

#### C. Burleson Co Chamber of Commerce

- Name of Community Organization: Susan Mott
- **Support**
- **Opposition**

#### D. Name of Community Organization

- **Support**
- **Opposition**

#### E. Name of Community Organization

- **Support**
- **Opposition**

#### F. Name of Community Organization

- **Support**
- **Opposition**

**Inputs from Community Organizations - §11.9(d)(6)**

**Notes:**
- **X** indicates support

**2/28/2020**
RESOLUTION NO. R20-001

BY THE CITY OF SOMERVILLE

WHEREAS, Somerville Senior Housing, LP has proposed to acquire and substantially rehabilitate an affordable rental housing development located at 785 3rd Street, Somerville, TX 77879 currently operating as Somerville Plaza Apartments, and

WHEREAS, as part of the rehabilitation process, Somerville Senior Housing, LP intends to change the name of the development to Somerville Estates, and

WHEREAS, Somerville Senior Housing, LP has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits to assist in the financing for Somerville Estates.

IT IS HEREBY RESOLVED, that the City of Somerville, acting through its governing body, hereby confirms that it supports the proposed Somerville Estates development located at 785 3rd Street, Somerville, TX 77879 and that this formal action has been taken to put on record the opinion expressed by the City of Somerville on February 11, 2020, and

BE IT FURTHER RESOLVED, that the City of Somerville, acting through its governing body, hereby confirms that the Somerville Estates development located at 785 3rd Street, Somerville, TX 77879, as proposed, contributes more than any other Development to the concerted revitalization efforts of the City of Somerville and that this formal action has been taken to put on record the opinion expressed by the City of Somerville on February 11, 2020, and

BE IT FURTHER RESOLVED that for and on behalf of the Governing Body, Mayor Micheal Bradford are hereby authorized, empowered, and directed to certify each of these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SOMERVILLE-</p>

TEN ON THE 11TH DAY OF FEBRUARY 11, 2020

Mayor, Micheal Bradford

ATTEST:

City Secretary, Rose Rosser
February 5, 2020

Marni Holloway
Director, Multifamily Finance
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711

Dear Ms. Holloway,

Thank you for your letter informing me of the preliminary applications that have been received by the department for possible funding through the Competitive Housing Tax Credit Program to develop or acquire affordable multifamily rental housing in House District 13.

As the State Representative for House District 13, I believe the decision to support or oppose any of these projects should be done at the local level. These projects will have more of an impact on our local communities and I believe having our local governments take part in the scoring would be more fitting. For this reason, I will not be submitting a letter of support, opposition, or neutrality for any of the applications that I have received and will be referring the scoring of these applications to the local governing body in which they would be located. This covers the following applications:

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<th>Project #: 20273</th>
<th>Project #: 20270</th>
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<td>Development Name: Navasota Landing Apartments</td>
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<td>Project #: 20277</td>
<td>Project #: 20222</td>
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<td>Development Name: Cedar Cove Apartments</td>
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<td>Development Name: Brenham Trails</td>
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<td>Project #: 20217</td>
<td>Project #: 20279</td>
<td>Project #: 20079</td>
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<tr>
<td>Development Name: Somerville Estates</td>
<td>Development Name: Flatonia Springs</td>
<td>Development Name: Fairview Terrace</td>
</tr>
</tbody>
</table>
Again, thank you for keeping me informed. Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

[Signature]

Ben Leman
Texas State Representative
House District 13
2/24/2020

Corey Farmer  
SDR Investments, LLC  
222 E. Main St., First Floor  
Oklahoma City, OK 73104

Dear Mr. Farmer

We have been made aware of your intention to apply for Competitive Housing Tax Credits from the Texas Department of Housing and Community Affairs for the purpose of acquiring and fully rehabilitating both the Madisonville Manor and Somerville Plaza apartment communities. These properties are located at 1610 E Collard St., Madisonville, TX 77864 and 785 3rd St., Somerville, TX 77879 respectively. After the rehab work is complete Madisonville Manor will begin to operate as Madisonville Estates and Somerville Plaza will change to Somerville Estates.

Brazos Valley Affordable Housing Corp. is a tax-exempt organization actively involved in both the Madisonville Somerville communities. We have reviewed the information you have provided, and we would like to express our support for the proposed development. The proposed rehabilitation of these apartment developments will provide a valuable benefit to the citizens in the communities in which we serve.

Sincerely

[Signature]

Ben Fortner  
Vice President  
Brazos Valley Affordable Housing Corp.
We have built homes in conjunction with trades programs at both Madisonville and Somerville High schools. We have built 2 homes in Somerville and ten in Madisonville. We have over the years provided minor and major home repair in both these cities. We also administered a provided many families with down payment in closing cost assistance. We provide and host for our region a financial fitness center provide financial coaching to our region that includes both these jurisdictions.

Good luck

Mr. Fortner,
Thank you so much for your support!
I don’t want to take up any more of your time than necessary, but if you could also send a copy of BVAHC’s IRS determination letter and *(secondary to the IRS letter)* any information you have on activities performed in the Somerville & Madisonville communities it would be much appreciated.

Thanks,

Corey Farmer
Belmont Development Company, LLC
222 E. Main St., First Floor
Oklahoma City, OK 73104
(405) 604-5074 Office
(405) 604-5092 Fax
(918) 706-4334 Cell
cfarmer@belmontdev.com

Letter from BVAHC Bryan Texas. Good luck
Mr. Fortner,

I appreciate you and Bill taking a moment to speak with me today. Attached is a template letter for your review as well as a brief info letter for each property and a document discussing a little bit about who we are and listing some of our recent projects. (FYI-the info letters are virtually identical with the exception of the property specific info)
If this is something you would be willing to consider it would be greatly appreciated! If you do choose to provide a letter, if you happen to have a copy of your IRS exemption documentation that would be helpful as well. Also if you could send a list of those properties that you hold mortgages on in Madisonville and some info on the rental activity you mentioned in Somerville that would help us with the “active local involvement” side of things. That is if you can release that information; I completely understand if not.

One last thought before I drone on too long here. Are the Affordable Housing Corp and CDC made up of two separate entities? I think you can see where I’m going here. One letter would be great, two would be amazing...😊

Thanks again and feel free to call me with any questions. Given the short turnaround on this (2/27/20), please feel free to reach me on my cell, listed below, anytime.

Corey Farmer
Belmont Development Company, LLC
222 E. Main St., First Floor
Oklahoma City, OK 73104
(405) 604-5074 Office
(405) 604-5092 Fax
(918) 706-4334 Cell
cfarmer@belmontdev.com
Brazos Valley Affordable Housing Corporation updated their business.

Like Comment Share

Brazos Valley Affordable Housing Corporation

Home
Reviews
Photos
Posts
About
Community
Create a Page

Page Transparency
Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Page created - October 9, 2014
Related Pages
Chat (19)
BRAZOS VALLEY AFFORDABLE HOUSING CORP.

Mission Statement of the Brazos Valley Affordable Housing Corporation and the Brazos Valley Community Development Corporation, Inc.

To provide quality services and products to the residents and businesses of our community in such a way as to maximize the affordability of safe and decent housing, especially for the low income; and to serve as a vehicle and assist in any way possible, through networking and/or forming of partnerships with other non-profits, for-profits, and governmental entities, for the purpose of encouraging community development, economic growth, and general improvement to the standard of living for all the residents of the areas we serve.

Available Resources

Financial Assistance

Contact Information

Contact Us Today!
Dear Sir or Madam:

Our records show that Brazos Valley Affordable Housing Corporation is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted June 1992 and remains in full force and effect. Contributions to your organization are deductible in the manner and to the extent provided by section 170 of the code.

We have not yet made a final determination of your foundation status under section 509(a) of the Code. However, we did determine that you can reasonably expect to be a publicly supported organization described in section 509(a)(1) and 170(b)(1)(A)(vi) of the Code. Accordingly, during your advance ruling period, we are treating your organization as one that is publicly supported.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after your advance ruling period, which ends Sept. 30, 1996. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status. Donors may deduct contributions to your organization as provided in section 170 of the Internal Revenue Code.

Any year gross receipts for your organization reach $25,000.00 or more you must file Form 990 with Schedule A attached. For further information see the Instructions for Form 990: Return of Organization Exempt From Income Tax.

If you have questions you may contact the person whose name and telephone number are shown above.

Sincerely Yours,

[Signature]

EP/E0 Correspondence Examiner
Customer Service Section
Brazos Valley Affordable Housing Corporation
EIN: 74-2632778 | Bryan, TX, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2017 Form 990
<table>
<thead>
<tr>
<th>Our Agency</th>
<th>Know Your Rights</th>
<th>Resolve an Issue</th>
<th>Other Languages</th>
<th>Related Sites</th>
</tr>
</thead>
<tbody>
<tr>
<td>About IRS</td>
<td>Taxpayer Bill of Rights</td>
<td>Respond to a Notice</td>
<td>Español</td>
<td>U.S. Treasury</td>
</tr>
<tr>
<td>Work at IRS</td>
<td>Taxpayer Advocate Service</td>
<td>Office of Appeals</td>
<td>中文</td>
<td>Treasury Inspector General for Tax Administration</td>
</tr>
<tr>
<td>Help</td>
<td>Accessibility</td>
<td>Identity Theft Protection</td>
<td>한국어</td>
<td>U.S. Treasury</td>
</tr>
<tr>
<td>Contact Your Local Office</td>
<td>Civil Rights</td>
<td>Report Phishing</td>
<td>Русский</td>
<td>Treasury Inspector General for Tax Administration</td>
</tr>
<tr>
<td>Tax Stats, Facts &amp; Figures</td>
<td>Freedom of Information Act</td>
<td>Tax Fraud &amp; Abuse</td>
<td>Tiếng Việt</td>
<td>USA.gov</td>
</tr>
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<td>No Fear Act</td>
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<tr>
<td></td>
<td>Privacy Policy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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

BRAZOS VALLEY AFFORDABLE HOUSING CORPORATION
PO BOX 4128
BRYAN, TX 77805-4128

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-21-1992
- Sales and use tax, as of 06-01-1992
  (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: 17426327783

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.
February 26, 2020

Texas Department of Housing and Community Affairs  
Multi-Family Finance Division  
P.O. BOX 13941  
Austin, TX 78711-3941

To whom it may concern:

We have been made aware by SDR Investments, LLC of their intention to apply for Competitive Housing Tax Credits from the Texas Department of Housing and Community Affairs for the purpose of acquiring and fully rehabilitating the Somerville Manor apartment community located at 785 3rd St., Somerville, TX 77879. After the rehab work is complete, the development will operate as Somerville Estates.

Brazos Valley Community Action Programs is a tax-exempt organization actively involved in the Somerville community. We have reviewed the information provided by SDR, and we would like to express our support for the proposed development. The proposed rehabilitation of Somerville Manor will provide valuable benefit to the citizens in the community in which we serve.

Sincerely

[Signature]

Tom Wilkinson  
Executive Director  
Brazos Valley Community Action Programs
Community Services

Community Services initiatives enhance the lives of their families by providing education, food and financial assistance to individuals and families in the Brazos Valley. BVCAP supports and enriches lives through programs such as Affordable Housing, Case Management, Head Start/Early Head Start, Individual Development Accounts, Meals on Wheels, Women, Infants and Children (WIC) and Utility Assistance.

Econ. Development

Creating empowered and self-sufficient individuals, families, and communities is the mission of BVCAP. With programs including Affordable Housing, Case Management, Utility Assistance, and Weatherization, BVCAP reduces financial burdens and increases opportunities for long term asset gains.

Health Services

At BVCAP, we care about the physical and mental health of our community. Our partner company, Health Point provides high quality affordable health care close to home through programs including Behavioral Health Services, Community Health

*** The Administration, Case Management, Utility Assistance & Weatherization offices of BVCAP has moved. They are now located at 3991 E. 29th in Bryan, Tx. For utility
BRAZOS VALLEY COMMUNITY ACTION PROGRAMS
% BOBBY HUBLEY
PO BOX 4128
BRYAN TX 77805-4128

Employer ID number: 81-3036685
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Jan. 09, 2020, about BRAZOS VALLEY COMMUNITY ACTION PROGRAMS.

We issued you a determination letter in SEPTEMBER 2016, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,
local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

[Signature]

Teri M. Johnson
Operations Manager, AM Ops. 3
Brazos Valley Community Action Programs
EIN: 81-3036685 | Bryan, TX, United States

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Determination Letter: Determination Letter

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC
Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2017 Form 990
- Tax Year 2016 Form 990
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

BRAZOS VALLEY COMMUNITY ACTION PROGRAMS
PO BOX 4128
BRYAN, TX 77805-4128

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 06-21-2016
- Sales and use tax, as of 06-21-2016
  (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: 32060841288

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.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
February 24, 2020

Texas Department of Housing and Community Affairs  
Multi-Family Finance Division  
P.O. BOX 13941  
Austin, TX 78711-3941

To whom it may concern:

We have been made aware by SDR Investments, LLC of their intention to apply for Competitive Housing Tax Credits from the Texas Department of Housing and Community Affairs for the purpose of acquiring and fully rehabilitating the Somerville Manor apartment community located at 785 3rd St., Somerville, TX 77879. After the rehab work is complete, the development will operate as Somerville Estates.

Burleson County Chamber of Commerce is a tax-exempt organization actively involved in the Somerville community. We have reviewed the information provided by SDR, and we would like to express our support for the proposed development. The proposed rehabilitation of Somerville Manor will provide valuable benefit to the citizens in the community in which we serve.

Sincerely,

Susan B. Mott  
Executive Director
Great, thank you! Can you please send a signed copy? Also, as part of the documentation required, we need your IRS Determination Letter. Thanks again, and we look forward to working with you!

Pamela Miller
Belmont Development Company, LLC
222 E. Main St. First Floor
Oklahoma City, OK 73104
(405) 604-5074 ext. 7
pmiller@belmontdev.com

Susan B. Mott
BURLESON COUNTY CHAMBER OF COMMERCE
Executive Director
301 N. Main Street
Caldwell, TX 77836
Phone: 979-567-0000

Susan, Letter of support-Somerville

Thank you for taking the time to speak with me this morning. As requested, I’ve attached a
document that briefly discusses our experience, and provides a list of our recently completed developments.

The application requirements just require an organization to be tax-exempt and active in the community, in this case, Somerville. I have also provided a support letter template for your use. As discussed, any other organizations that you think might be able to also help us with this task would be greatly appreciated.

According to the rules of the Texas Housing Authority, along with the support letter we would need a copy of the IRS Determination Letter of any organization providing a letter of support.

If you have any questions, please ask. Thank you in advance for considering this request.

_Pamela Miller_
_Belmont Development Company, LLC_
_222 E. Main St. First Floor_
_Oklahoma City, OK 73104_
_(405) 604-5074 ext. 7_
_pmiller@belmontdev.com_
# Burleson County Chamber of Commerce

The Burleson County Chamber of Commerce helps promote local businesses and coordinates county events.

Call: (879) 567-0000

---

## Events Calendar

### Upcoming Events

- **February 2020**

### Results Found: 24

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Name</th>
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<td>Kids Night</td>
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<td>Chocolate, Champagne, &amp; Ice</td>
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<tr>
<td>28</td>
<td>Kids Night</td>
<td>Kids Night</td>
</tr>
</tbody>
</table>

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**Burleson County Chamber of Commerce**

201 N Main Street, Caldwell, TX 77836

Call: (879) 567-0000

info@burlesoncountytx.com

© Copyright 2020 Burleson County Chamber of Commerce. All Rights Reserved. This website is provided by SmoothNet powered by ChaosMedia software.
Burdles County Chamber of Commerce

The Burleson County Chamber of Commerce helps promote local businesses and coordinates county events.

Call: (979) 567-0000

Upcoming Events

- Mar 5 - Home plate Head Start Preschool Program
- Mar 6 - Mar 8 - Hogs of Texas Burleson County
- Feb 26 - Kids Meal Wednesday Funky Junky 106 N. Main Caldwell, TX 77836

Humble Life Friday Night Adult Painting Classes

- Date and Time
  - Friday Feb 7, 2020
  - 7:00 PM - 9:00 PM CST

starting at 7PM. RSVP at 713-817-6355. Classes are $25 per person and includes all materials and services.
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

BURLESON COUNTY CHAMBER OF COMMERCE
301 N MAIN ST
CALDWELL, TX 77836-1582

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 07-31-1948
- 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: 32016756176

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: N/A
   - Date of Report:

   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

2. **Environmental Clearance (Direct Loan applications only)**
   - All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm:
     - Contact Person:
     - Contact Telephone:
     - Email:

3. **Primary Market Area Map**
   - X Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: N/A
   - Date of Report:
   - Development Site Location:
     - Longitude: 30.33541
     - Latitude: -96.53306

4. **Scope and Cost Review (SCR) [formerly PCA]**
   - Prepared by: Housing Consultants of Oklahoma
   - Date of Report:

5. **Appraisal**
   - Prepared by: Gill Group
   - Date of Report: 1/24/2020

6. **Feasibility Report**
   - Prepared by: N/A
   - Date of Report:
The determination of the market area is based on the boundaries between governmental units. In such a method, county, division or city boundaries become the boundaries of the market area. The primary market area is defined as Burleson County. The market area has the following boundaries: North – Milam County; South – Washington County; East – Brazos County; and West – Lee County.
### 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>
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<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 20.6</th>
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<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>No</td>
<td></td>
</tr>
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<table>
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<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Rent Burden Rank = 3991 (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: 30.33541
Development Latitude: -96.53306
Target Population: Elderly

Closest Development serving same Population:

Application Number:

Address:

Year of Award:

2/28/2020
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application.pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. **Tab 11 Site Information Form Part III**: Revise Section 2 to include the Expiration Date of the Contract or Option as well as the Anticipated Closing Date.

2. **Tab 17 Development Narrative**: Please confirm the number of units in the Development. The narrative indicates 32; however the Rent Schedule has 24.

3. **Tab 21 Occupied Development**: The submitted rent roll doesn’t appear to include the terms and rate of the lease, the rental rates offered at the date of the rent roll nor the unit mix.

4. **Organization Chart**: Identify which individual/individuals has/have Control. You may do so by providing a statement. Updated charts are not required.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2020 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the
Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 6, 2020. Please respond to this email as confirmation of receipt.**

<table>
<thead>
<tr>
<th>Shannon Roth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Housing Specialist</td>
</tr>
<tr>
<td>Texas Department of Housing and Community Affairs</td>
</tr>
<tr>
<td>221 E. 11th Street</td>
</tr>
<tr>
<td>Office: 512.475.3929</td>
</tr>
<tr>
<td>Fax: 512.475.1895</td>
</tr>
</tbody>
</table>

About TDHCA
The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit www.tdhca.state.tx.us or the Learn about Fair Housing in Texas page.

*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)).*
Somerville Estates
File # 20217
Responses to Deficiency items dated 4/29/20

1. **Tab 11 Site Information Form Part III**: Revise Section 2 to include the Expiration Date of the Contract or Option as well as the Anticipated Closing Date.
   a. We apologize for the oversight as we initially assumed this information only applied to a “Contract for Lease” control document. Revised Tab 11 provided.

2. **Tab 17 Development Narrative**: Please confirm the number of units in the Development. The narrative indicates 32; however the Rent Schedule has 24.
   a. 24 is the correct number of units. Revised Tab 17 provided.

3. **Tab 21 Occupied Development**: The submitted rent roll doesn’t appear to include the terms and rate of the lease, the rental rates offered at the date of the rent roll nor the unit mix.
   a. Uploaded separately as a standalone document; “x-Tab 21 Rent Roll (4-1-20)”.

4. **Organization Chart**: Identify which individual/individuals has/have Control. You may do so by providing a statement. Updated charts are not required.
   a. Revised Org Charts provided with statements clarifying the individuals who have TDHCA’s definition of “Control”.
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>1.672</td>
<td>1.67</td>
<td>1.68</td>
<td>N/A</td>
</tr>
</tbody>
</table>

   Feasibility Report Survey: N/A  Feasibility Report Engineer’s Plan: N/A

   (*) 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:

   Describe any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development. Explain ALL factors that may affect the probability of the engineer’s or architect’s site plan actually being the final size of the development site.

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somerville Plaza, Ltd.</td>
<td>Gary Maddock</td>
</tr>
<tr>
<td>2900 N. Government Way, #88</td>
<td></td>
</tr>
<tr>
<td>Coeur d’Alene</td>
<td>ID: 83815</td>
</tr>
<tr>
<td>City</td>
<td>State: N/A</td>
</tr>
<tr>
<td>City</td>
<td>Zip: N/A</td>
</tr>
<tr>
<td>Date of Last Sale</td>
<td></td>
</tr>
</tbody>
</table>

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

   If "Yes," please explain:

   If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(iii), 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>Somerville Plaza, Ltd.</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.

   **Expiration of Contract or Option:** 10/31/2024  **Anticipated Closing Date:** 2/1/2021

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

   *See Title Commitment.*
If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:

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

3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**

- Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:
  - Evidence of an easement, leasehold, or similar documented access; and
  - Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. **Re-platting or Vacating Requirement [10 TAC §11.204(10)(E)]**

- Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included.

5. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†**
  - Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

  † Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. (Competitive HTC only)
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (Competitive HTC only)

If a revised form is submitted, date of submission: 5/4/2020
Development Narrative

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

- [ ] Acquisition/Rehab
- [ ] New Construction
- [ ] Adaptive Reuse

If Acquisition/Rehab or Rehab, original construction year: 1994

Previous TDHCA # 92123

If Reconstruction,

- [ ] Units Demolished
- [ ] Units Reconstructed

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

2. The Target Population will be:

- [ ] Elderly

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.
5. Funding Request:

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$262,203</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 can not be added or dropped from pre-application to Full Application for Competitive HTC Applications.

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

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

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

Has this site/activity previously applied for TDHCA funds?   Yes

Has this site/activity previously received TDHCA funds?   Yes

If "Yes" Enter Project Number: 92123 and TDHCA funding source: HTC

Has this site/activity previously received non-TDHCA federal funding?   Yes

If yes, source: USDA-RD

Will this site/activity receive non-TDHCA federal funding for costs described in this Application?   Yes

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

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

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

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

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

If a revised form is submitted, date of submission: 5/4/2020

5/4/2020
Somerville Estates
Organizational Chart

Somerville Senior Housing, LP

Somerville Senior Housing GP, LLC
General Partner, .01%

SDR Investments, LLC
100% Member
27-0461478

RAH Investments, LLC
33.3% Member
57-1170598

Jenderham Investments, LLC
33.3% Member
26-1520631

Smith Real Estate Development, Inc.
33.3% Member
03-0574512

Ryan Hudspeth
100% Managing Member

Derrick Hamilton
100% Managing Member

Shawn Smith
100% President

Syndicator
99.99% Limited Partner

The GP & all sub-entities to be listed as Guarantors

SDR is the Developer and it's Org Structure is presented here. Therefore, no separate Developer Org Chart to be provided.

Regarding both the Owner & Developer entity Org Charts represented above, Ryan Hudspeth, Derrick Hamilton, & Shawn Smith each meet TDHCA's definition of "Control".
Ryan Hudspeth, Derrick Hamilton, & Shawn Smith each meet TDHCA's definition of "Control". Johnny McClain does not.
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 Somerville Estates, TDHCA Number: 20217

The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
**Page 2 of Final Scoring Notice: 20217, Somerville Estates**

**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): 123
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 123
Difference between Requested and Awarded: 0

**Section 2:**

| Points Awarded for §11.9(c)(8) Readiness to Proceed: | 0 |
| Points Awarded for §11.9(d)(1) Local Government Support: | 17 |
| Points Awarded for §11.9(d)(4) Quantifiable Community Participation: | 4 |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: | 8 |
| Points Awarded for §11.9(d)(6) Input from Community Organizations: | 4 |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: | 7 |

**Section 3:**
Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

**Section 4:**
Final Score Awarded to Application by Department staff (Including all points): 163

**Section 5:**
**Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:**
NA

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Tuesday, May 26, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

*Sharon D. Gamble*
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