2020 Multifamily Uniform Application

REVISED January 23, 2020
2020 HTC
Full Application

Part 1 Tab 1a

Application Certification

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

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

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

<table>
<thead>
<tr>
<th>Quinlan Estates, LP</th>
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<tbody>
<tr>
<td><strong>Applicant Entity Name</strong></td>
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<td><strong>By:</strong></td>
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<tr>
<td><strong>Signature of Authorized Representative</strong></td>
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<tr>
<td>Kenneth E. Hamilton</td>
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<tr>
<td><strong>Printed Name</strong></td>
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<tr>
<td>Member</td>
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<td><strong>Title</strong></td>
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<td>2-17-2020</td>
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<td><strong>Date</strong></td>
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Sworn to and subscribed before me on the 17th day of February, 2020

by Kenneth E. Hamilton

(Personalized Seal)

GEORGETTA LOWERY
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17936719

2/14/2020
Development Owner Certification, Acknowledgement, and Consent
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

- 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.

- Termination of Relationship in an Affordable Housing Transaction

- Voluntary Compliance Agreement

(or any similar agreement resulting from negotiations regarding noncompliance)

- Unused Credit or Penalty Fee

Submit documentation regarding any disclosures behind this Tab.

2/24/2020
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

______ within 300 feet of junkyards
_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites
_____ within 300 feet of a sexually-oriented business

_____ buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures
_____ within 500 feet of active railroad tracks
_____ within 500 feet of heavy industry
_____ within 10 miles of a nuclear plant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature]

Kenneth E. Hamilton

Printed Name

[Title]

2-17-2020

Date

THE STATE OF Missouri

COUNTY OF Greene

Before me, a notary public, on this day personally appeared Kenneth E. 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 17 day of February, 2020

(Seal)

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

Notary Public Signature
2020 HTC
Full Application

Part 1 Tab 3

Applicant Eligibility Certification
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 and 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

Page 4 of 6

January 2, 2020
materials governing the multifamily funding programs are true and correct, and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
Before me, a notary public, on this day personally appeared Kenneth E. 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 17th day of February, 2020

(SEAL)

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

Notary Public Signature
Applicant Eligibility Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.
2020 Applicant Eligibility Certification

By: ____________________________
Signature of Authorized Representative

________________________
Printed Name

________________________
Title

________________________
Date

THE STATE OF ____________________

COUNTY OF ____________________

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

________________________
Sarah Dale, known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this __________ day of ____________________

(Seal)

JULIA PODKORYTOVA
Notary ID #132162620
My Commission Expires
September 6, 2023

________________________
Notary Public Signature
2020 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification

NA
**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

2/24/2020
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Josefina Garcia</td>
</tr>
<tr>
<td><strong>Phone:</strong> (417) 882-1701</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jgarcia@hamiltoncorporation.com">jgarcia@hamiltoncorporation.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 3556 S. Culpepper Circle, Ste 7</td>
</tr>
<tr>
<td><strong>Street:</strong> Springfield</td>
</tr>
<tr>
<td><strong>City:</strong> Springfield</td>
</tr>
<tr>
<td><strong>State:</strong> MO</td>
</tr>
<tr>
<td><strong>Zip:</strong> 65804</td>
</tr>
</tbody>
</table>

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

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

Part 1 Tab 6

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

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

### Criteria Promoting Development of High Quality Housing

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

High Quality Housing Total: 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>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>

Serve and Support Texans Most in Need Total: 50

### Criteria Promoting Community Support and Engagement

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

Community Support and Engagement Total: 11

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

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

Efficient Use of Limited Resources and Applicant Accountability Total: 53

Point Deductions | §11.9(f) |                 |

Total Application Self Score: 131

2/24/2020
2020 HTC
Full Application

Part 2 Tab 7

Site Information Form Part I
Site Information Form Part I

1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Quinlan</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>801 W. Main St.</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>75474</td>
<td>Hunt</td>
</tr>
<tr>
<td>Region</td>
<td>Zip</td>
<td>County</td>
</tr>
<tr>
<td>Rural</td>
<td>Rural/Urban</td>
<td>No</td>
</tr>
</tbody>
</table>

2. Census Tract Information (All Programs)

| 11-digit Census Tract Number | No | Median Household Income: | 43944 | Quartile: | 3q | Poverty Rate: | 19.1 |

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

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

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

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

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

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

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

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

- **The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:**

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

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

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

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

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

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

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

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

- **Development Site is appropriately zoned?** Yes

- **Zoning Designation:** MF

- **Flood Zone Designation:** X

- **Entire Development Site is outside the 100 year floodplain.** Yes

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

2/24/2020
8. Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]
Confirm the following supporting documents are provided behind this tab.

- NA
  Statement explaining **how** the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating 2018</th>
<th>TEA Rating 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannon Elementary School</td>
<td>Pk</td>
<td>through</td>
<td>2</td>
</tr>
<tr>
<td>Butler Intermediate School</td>
<td>3</td>
<td>through</td>
<td>5</td>
</tr>
<tr>
<td>Thompson Middle School</td>
<td>6</td>
<td>through</td>
<td>8</td>
</tr>
<tr>
<td>Ford High School</td>
<td>9</td>
<td>through</td>
<td>12</td>
</tr>
</tbody>
</table>

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

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

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

10. Waiver of Rules [10 TAC §11.207]

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documentation for
Site Information Form Part I
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 and

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

Site and Neighborhood Standards (New Construction Direct Loan Only)

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

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.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Street Map
Quinlan Estates
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Quinlan Estates

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

Part 2 Tab 8

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

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
February 10, 2020

J. Ryan Hamilton  
Rural Housing Development, LLC / Quinlan Estates LP  
3556 South Culpepper Cir.  
Springfield, MO 65804

Re: Zoning Verification, 801 W. Main St., Quinlan, Hunt County, TX 75474,  
HCAD ID 29804

To whom it may concern:

The above mentioned property is zoned “MF” Multifamily Residential District. The existing 32 unit multifamily development at this address is an allowed use within this zoning district. Hunt County currently has no zoning enforcement activities or compliance cases at this location.

If you need further information, I can be reached at 903-408-4146.

Sincerely,

[Signature]

Bobby W. Stovall  
County Judge
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Educational Quality
Four schools/campuses in district and all students attend same school.
Texas Education Agency
2019 Accountability Ratings Overall Summary
D C CANNON EL (116908102) - QUINLAN ISD
This campus is paired with A E BUTLER INT (116908101)

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
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<tbody>
<tr>
<td>Overall</td>
<td>69</td>
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<tr>
<td>Student Achievement</td>
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<td>STAAR Performance</td>
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<td>College, Career and Military Readiness</td>
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<td>Graduation Rate</td>
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<td>School Progress</td>
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<td>Academic Growth</td>
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### Texas Education Agency

**2018 Accountability Ratings Overall Summary**

**D C CANNON EL (116908102) - QUINLAN ISD**

<table>
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<tr>
<th>Component</th>
<th>Score</th>
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<tbody>
<tr>
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<td>STAAR Performance</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td>School Progress</td>
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<tr>
<td>Academic Growth</td>
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<td></td>
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<td>Relative Performance (Eco Dis: 81.7%)</td>
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</tr>
<tr>
<td>Closing the Gaps</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
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</table>

**Notes:**
- This campus is paired with A E BUTLER INT (116908101)

### Distinction Designations

- ELA/Reading: Not Eligible
- Mathematics: Not Eligible
- Science: Not Eligible
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Eligible
- Postsecondary Readiness: Not Eligible
- Comparative Closing the Gaps: Not Eligible
Texas Education Agency

2019 Accountability Ratings Overall Summary

A E BUTLER INT (116908101) - QUINLAN ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
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<tr>
<td>Overall</td>
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</table>

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
## Texas Education Agency

**2018 Accountability Ratings Overall Summary**

**A E BUTLER INT (116908101) - QUINLAN ISD**

<table>
<thead>
<tr>
<th>Component</th>
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<tbody>
<tr>
<td>Overall</td>
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### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
# Accountability Rating Summary

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<tr>
<th>Component</th>
<th>Score</th>
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<tr>
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<td>Relative Performance (Eco Dis: 68.0%)</td>
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**Identification of Schools for Improvement**

This campus is identified for targeted support and improvement.

**Distinction Designations**

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

**WH FORD H S (116908001) - QUINLAN ISD**

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<td>Relative Performance (Eco Dis: 58.5%)</td>
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### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

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

Part 2 Tab 8

Supporting Documents:
Waiver of Rules

NA
No

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)]**

   X 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).

   Contiguous Census Tract # 48231961503
   Contiguous Tract Quartile 1st

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

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

   - full service grocery store (1 point)(4 miles)
   - pharmacy (1 point)(4 miles)
   - health-related facility (1 point)(4 miles)
   - licensed center serving children (1 point)(4 miles)
   - public park w/playground (1 point)(4 miles)
   - indoor recreation facility available to public (1 point)
   - community, civic or service organization (1 point)(3 miles)
   - delivered meals service (1 point)
   - A or B-rated public school (1 point)

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

   Application is seeking points for Opportunity Index.

   Total Points Claimed: 7

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

   

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

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

   - Wholly or partially within a Colonia (2 points);
     (Note: Not eligible if application qualifies for Opportunity Index points)
   - Entirely within the boundaries of an Economically Distressed Area (1 point);
(Note: Not eligible if application qualifies for Opportunity Index points)

**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);

**No**
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

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

**No**
- Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

**No**
- 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

<table>
<thead>
<tr>
<th>3. Proximity to Job Areas [Competitive HTC Applications Only] [10 TAC §11.9(c)(7)]</th>
</tr>
</thead>
</table>

**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

<table>
<thead>
<tr>
<th>4. Concerted Revitalization Plan [Competitive HTC Applications Only] [10 TAC §11.9(d)(7)]</th>
</tr>
</thead>
</table>

**Region:** 3  
Rural

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

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

2/24/2020
### 5. **Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

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

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

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

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

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
1. Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]

**X** 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.

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

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

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

- Full service grocery store (1 point)(4 miles)
- Pharmacy (1 point)(4 miles)
- Health-related facility (1 point)(4 miles)
- Licensed center serving children (1 point)(4 miles)
- Public park w/playground (1 point)(4 miles)
- Indoor recreation facility available to public (1 point)
- Community, civic or service organization (1 point)(3 miles)
- Delivered meals service (1 point)
- A or B-rated public school (1 point)

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

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

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

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

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

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

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

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

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

- **No** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

- **No** Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

- **No** 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)

<table>
<thead>
<tr>
<th>Application is seeking points for Underserved Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

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

**A. Proximity to the Urban Core**

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

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

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

**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)

<table>
<thead>
<tr>
<th>Application is seeking points for Proximity to Job Areas</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

Region: 3 Rural

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

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

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
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
2020 HTC Full Application

Part 2 Tab 10

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

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

#### Evidence of Underserved Area (Competitive HTC and Direct Loan Only)
- [n/a] For Colonia:
  - Evidence from Attorney General of Colonia boundaries; and
  
  [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
  - Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
  - Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
- [n/a] For Economically Distressed Areas:
  
  - Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and
  - Map showing development site boundaries, relative to EDA boundaries.
- [x] For other items:
  - Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory
  
  Map with Development Site boundaries indicated, relative to census tract boundaries
  
  [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
  - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
  - Map with all contiguous census tracts, if applicable
  - Evidence Development was placed in service 25 or more years ago
  - Evidence Development is still occupied. Submit any rent roll separate from the Application)
  - Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab
- [n/a] Proximity to Job Areas (Competitive HTC Only)
  - Proximity to Urban Core
  
  Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.

2/24/2020
OR

Proximity to Jobs

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

☐ Concerted Revitalization Plan (Competitive HTC Only)

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

☒ Declared Disaster Area: (Competitive HTC Only)

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

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

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

☐ Readiness to Proceed (Competitive HTC Only)

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

☐ Certification regarding closing deadline

☐ Acknowledgement(s) of closing deadline from lenders and syndicator

☐ Certification regarding construction contract signing deadline

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

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
Census tract 48231961503 has a median household income within the 3rd quartile of the region with a poverty percentage of less than 20%. The census tract is contiguous to census tract 48231961503 in the 1st quartile with no physical barriers in between, and the Development Site is no more than 2 miles from the boundary.
## Opportunity Index Amenities
### Quinlan Estates

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Walmart Supercenter</td>
<td>8801 TX-34</td>
<td>Quinlan</td>
<td>75474</td>
<td>1.22</td>
</tr>
<tr>
<td>II</td>
<td>Walmart Pharmacy</td>
<td>8801 TX-34</td>
<td>Quinlan</td>
<td>75474</td>
<td>1.22</td>
</tr>
<tr>
<td>III</td>
<td>Hunt Regional Emergency Medical Center</td>
<td>738 E Quinlan Pkwy</td>
<td>Quinlan</td>
<td>75474</td>
<td>1.57</td>
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<tr>
<td>IV</td>
<td>Quinlan Learning Academy</td>
<td>230 TX-34 BUS</td>
<td>Quinlan</td>
<td>75474</td>
<td>0.66</td>
</tr>
<tr>
<td>VII</td>
<td>Quinlan Community Park</td>
<td>315 TX-34 BUS</td>
<td>Quinlan</td>
<td>75474</td>
<td>0.82</td>
</tr>
<tr>
<td>X</td>
<td>Snap Fitness</td>
<td>723 E Quinlan Pkwy</td>
<td>Quinlan</td>
<td>75474</td>
<td>1.53</td>
</tr>
<tr>
<td>XII</td>
<td>Lake Area Shared Ministries</td>
<td>8493 Hwy 34 S</td>
<td>Quinlan</td>
<td>75474</td>
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<tr>
<td>XIII</td>
<td>Senior Center Resources</td>
<td>Meals on Wheels</td>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>XV</td>
<td>Thompson Middle School</td>
<td>B rating</td>
</tr>
</tbody>
</table>
Quinlan
Supercenter #4215
8801 State Highway 34 S, Quinlan, TX 75474

Make This Your Store  Find Another Store

Services, Hours & Contact Info

Main Store
Open 24 hours
Mon - Sun | Open 24 Hours

Auto Care Center
Open until 7 pm

Pharmacy
Open until 9 pm

Photo Center
Open until 9 pm

Pickup
Open until 8 pm

Vision Center
Open until 8 pm

See All

Popular Times at This Store

Thursday
Find Items in This Store

Search for: steak

Showing 24 of 36 results
Texas Pharmacy License # 25376

WALMART PHARMACY 10-4215

License Information
License Status: Active
License #: 25376
Expiration Date: 10/31/2021
Date License Issued: 12/21/2006

Address
8801 HWY 34 SOUTH
QUINLAN, TX  75474
County: HUNT
Phone: (903) 356-1013

Pharmacy Details
Prior Disciplinary Orders: No

License Information
Pharmacist in Charge
CHEONG, MIYOUNG

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

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

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

Employment Information

Texas Pharmacist Employment information
<table>
<thead>
<tr>
<th>Pharmacist Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>License Status</th>
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<tbody>
<tr>
<td>CHEONG, MIYOUNG</td>
<td>58725</td>
<td>10/21/2016</td>
<td>04/30/2020</td>
<td>PIC</td>
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<tr>
<td>LIU, KIET KHANH</td>
<td>48311</td>
<td>01/28/2010</td>
<td>12/31/2021</td>
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<tr>
<td>NGUYEN, YUNG PHUONG</td>
<td>45470</td>
<td>08/02/2007</td>
<td>10/31/2021</td>
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Texas Registered Technicians/Trainees Employment information
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<thead>
<tr>
<th>Technician/Trainee Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>Reg. Status</th>
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<tbody>
<tr>
<td>CARNIFAX, RACHEL ANN</td>
<td>182979</td>
<td>01/01/2010</td>
<td>12/31/2021</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>CHEATWOOD, SABRINA NICOLE</td>
<td>286001</td>
<td>07/27/2018</td>
<td>05/31/2021</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>MCCALLUM, TORY CANDACE</td>
<td>155927</td>
<td>03/09/2010</td>
<td>11/30/2021</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>TRUONG, HOANG THUY LINH</td>
<td>288362</td>
<td>09/24/2018</td>
<td>09/30/2020</td>
<td>Staff</td>
<td>Active</td>
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<tr>
<td>VOLCIK, ASHLEY</td>
<td>153544</td>
<td>10/12/2007</td>
<td>01/31/2020</td>
<td>Staff</td>
<td>Active</td>
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Texas Remote Pharmacy information
Remote Pharmacy Name
No records to view

Texas Pharmacy Owner information
<table>
<thead>
<tr>
<th>Owner Name</th>
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<th>City</th>
<th>State</th>
<th>Zipcod</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAL-MART STORES TEXAS, LLC</td>
<td>OWNER</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>KLEYN, LUCAS</td>
<td>OFFICER</td>
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</tr>
</tbody>
</table>
The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.
Hunt Regional Emergency Medical Center at Quinlan

Hunt Regional's Emergency Medical Center in Quinlan, Texas provides convenient access to emergency care for residents of Quinlan and the Lake Tawakoni area. **Open 24 hours day, 7 days a week**, our Quinlan ER is located at:

738 E. Quinlan Pkwy.
Quinlan, Texas 75474
903-408-4800

This full-service emergency medical center includes:

- A multidisciplinary trauma team
- A nursing staff trained in advanced cardiac life support
- A rapid admission process to our main Greenville hospital, should inpatient treatment be required

In addition to providing emergency care, this location also offers outpatient clinics for:

- Imaging and radiology services (CT scans, X-rays)
- Laboratory services

**Quinlan ER Map**

Easily locate our emergency medical center by using the map below. Click on “View larger map” to get directions to our Quinlan ER.
About

HOURS

Open Now 6:00 AM - 6:30 PM

BUSINESS INFO

Founded in July 1995

Mission
Here at Quinlan Learning Academy we believe the most important beginning of a child's life is the training they receive. Our main objective is to instill responsibility, courtesy to others, build lifetime learning through developmental experiences and to encourage the talents and gifts of each child.

We will fill your child's day with play, wonder, drawing, learning, painting, singing and some just plain old letting kids be kids. We will create an atmosphere to promote a warm entertaining environment that gives children the freedom to explore and learn. All full timestaff are certified for First Aid and C.P.R. and our allergy-free climate control system provides a safe and healthy atmosphere which promotes learning. We also have a smoke-free environment.

We hope when they go out into the world, no matter how old they are, they will remember their childhood memories at Quinlan Learning Academy and wish they were young again.

ADDITIONAL CONTACT INFO

qlagearmaw@aol.com

MORE INFO

About

We are a State Licensed Child Care & Learning Center & have been serving South Hunt County, Texas and the surrounding areas around Lake Tawakoni since 1995. We provide our services to children from the ages of 6 weeks to 13 years of age.

The Quinlan Learning Academy was created for the kid in all of us. Our foyer is a fun place easily accessible to school visitors, students and parents and keep... See More
Operation Details
You may click on the question mark image (❓) to view the Frequently Asked Questions (FAQ) page.

Operation Number: 510033
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Quinlan Learning Academy
Location Address: 230 STATE HWY SPUR 264
   QUINLAN, TX 75474
Mailing Address: 230 BUSINESS HIGHWAY 34
   QUINLAN, TX 75474
Phone Number: 903-356-4717
County: HUNT
Website Address: www.quinlanlearningacademy.com
Email Address: 
Administrator/Director Name: Gina Bain-Anderton
Second Director Name: Katee Beckner
Type of Issuance: Full Permit
Issuance Date: 7/3/1995
Permit Renewal Due By Date: 7/3/2021
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 136
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Five Year Inspection Summary
- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes are inspected at least once every two years, Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.
- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.

- In the last five years, Licensing conducted the following:
  - 16 - Inspections
  - 0 - Assessments
  - 2 - Self Reported Incidents
  - 4 - Reports

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

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

Five Year Compliance Summary
- During the last five years, 1874 standards were evaluated for compliance at this operation.

- Of the standards evaluated 3 deficiencies were cited.

Click on the number of deficiencies to see additional details.

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

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

  *Click on the weight to see additional details about each deficiency.*

**Disclaimer:** The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Quinlan Community Park

Quinlan Community Park was made possible through a cooperative effort between Quinlan Independent School District, the City of Quinlan and the Economic Development Corporation. The park is located between Cannon Elementary at 315 Highway 34 South and Butler Intermediate School at 410 Clardy Drive.

**The Splash Pad will open Saturday, May 25, 2019. We apologize in advance for the delay.**

Park Features
- Splash Pad - open daily from 10 a.m. until sunset starting May 18, 2019 through September 08, 2019 (weather permitting)
- Two large play structures
- Swings for younger children
- Nine hole disc golf course
- Six lighted basketball courts - open daily from 10 a.m. until two hours after dark (10:00 p.m. during winter season)
- One large covered pavilion
- Two small covered pavilions
- Park pavilion rental information
GET FITTER, FASTER!
START YOUR JOURNEY TODAY

CHANGE YOUR LIFE
FILL OUT THE FORM BELOW TO GET STARTED

FIRST NAME
LAST NAME
EMAIL
PHONE NUMBER

YES, I WOULD LIKE TO RECEIVE E-MAILS. I UNDERSTAND THAT IF I AM OR BECOME A MEMBER, I MUST PROVIDE A VALID EMAIL ADDRESS TO RECEIVE TRANSACTIONAL EMAILS FROM SNAP FITNESS OR THE CLUB AT WHICH I AM A MEMBER THAT RELATE TO MY MEMBERSHIP. I UNDERSTAND THAT I MAY ALSO RECEIVE COMMERCIAL/PROMOTIONAL EMAILS AND THAT I CAN OPT OUT OF COMMERCIAL/PROMOTIONAL EMAILS (BUT NOT TRANSACTIONAL EMAILS) BY CLICKING ON THE UNSUBSCRIBE LINK AT THE BOTTOM OF SUCH EMAILS. I AGREE THAT SNAP FITNESS MAY USE MY EMAIL ADDRESS AND OTHER PERSONAL INFORMATION AS STATED IN THE PRIVACY POLICY.

YES, I WOULD LIKE TO RECEIVE SMS TEXT MESSAGES. BY CHECKING THIS BOX, PROVIDING MY PHONE NUMBER ABOVE, AND CLICKING THE BUTTON TO TAKE THE FIRST STEP, I PROVIDE MY PRIOR EXPRESS WRITTEN CONSENT TO RECEIVE SMS TEXT MESSAGES, INCLUDING MESSAGES SENT BY AUTOMATED TECHNOLOGY, FROM SNAP FITNESS OR THE CLUB AT WHICH I AM A MEMBER AT THE NUMBER PROVIDED. I UNDERSTAND THAT CONSENT IS NOT A CONDITION TO MEMBERSHIP. SMS TEXT MESSAGE TERMS AND CONDITIONS.

For California Residents, we ask you to read the California Resident Privacy Policy that complies with the California Consumer Privacy Act.

SNAP FITNESS QUINLAN
903-226-7111
723 E Quinlan Pkwy
Quinlan TX 75474
quinlan@snapfitness.com

STAFFED HOURS
OPEN 24/7 TO MEMBERS
Staff will be available for new memberships, guest visits, and more.

MONDAY   TUESDAY   WEDNESDAY   THURSDAY   FRIDAY   SATURDAY   SUNDAY
Welcome to Snap Fitness Quinlan! We’re here to work around your schedule. We’re open 24 hours a day, 7 days a week, so you can come get a workout in whenever it’s convenient for you.

We have everything you need: cardio, weight training, top HR technology & best of all...it’ll fit your budget. Based off the Membership Plan you choose, you can get under $1/day in pricing!

With over 1500 locations world wide, you have the option to access a Snap in almost any city you visit.

Please stop by today for a free tour of our club and to learn about current specials we have going on. We look forward to seeing you!

CHRISTIE DYESS
MANAGER/TRAINER/INSTRUCTOR

GET FIT NOW

JOIN NOW   CONTACT THIS CLUB
## HAVE AN INQUIRY?

Questions, concerns, comments? We want to hear from you!

### SUBMIT AN INQUIRY FORM

<table>
<thead>
<tr>
<th>FIRST NAME</th>
<th>LAST NAME</th>
<th>EMAIL</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**MESSAGE**

**COMMENTS**

- I'm not a robot

For California Residents, we ask you to read the California Resident Privacy Policy that complies with the California Consumer Privacy Act.

**SUBMIT**
Services

We are open to try to serve all and help those that we can.

Hours of Operation:
10:00 A.M. to 1:00 P.M.
Monday, Tuesday, Wednesday and Friday.

Bi-lingual assistance (Spanish/English) is available on Tuesday's.

We offer supplemental food to assist your family to put the next meal on the table.
Senior Services
SCRPT offers nutrition and supportive aging services under Title III of the Older Americans Act.

The nutrition and social services we provide are aimed at enhancing overall quality of life while assisting seniors to remain independent and reduce institutionalization. Citizens age 60 and older are eligible for services, with priority given to low-income and minority residents of Hunt County.

Senior Services include:
- Congregate meals served at Senior Centers
- Home delivered meals
- Transportation

Our Mission: To impact effectively the communities within our service area by the provision of efficient services to accommodate developmental and economic growth with a respect for the environment, good health, and independence.

Congregate Meals
- Everyone in the community is invited!
- 60 years of age and older - donation requested
- 59 years of age and under - pay actual meal cost
- Reservations encouraged to help prevent waste (903-454-1444)
- Served at 5 Senior Centers across Hunt County
- Meals provide 1/3 of RDA nutrition requirement
- Meals are served a minimum of 250 days a year
- Senior Center locations

Home Delivered Meals
- Eligibility:
  - 60 years of age or older
  - Homebound
  - Minimal or no family support
  - Meet guidelines set by Area Agency on Aging
- Meals are delivered to eligible homebound seniors
- Meals provide 1/3 of RDA nutrition requirement
- Meals are delivered a minimum of 250 days a year

Transportation
- Supplied by The Connection
- Provides curb to curb transport to:
  - Nutrition site
  - Medical appointments
  - Essential shopping
    - Groceries
    - Prescriptions

Our History
2/17/20: Mr. Danny Allembaugh, Executive Director, confirmed that they provide home delivered meals in Quinlan.
Senior Centers

Funding for these senior services is provided through the North Central Texas Council of Governments, local governments, and donations.
Four schools/campuses in district and all students attend same school.
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

### C B Thompson Middle (116908041) - Quinlan ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>81</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>43</td>
<td>75</td>
<td>C</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>70</td>
<td>77</td>
<td>C</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 68.0%)</td>
<td>43</td>
<td>80</td>
<td>B</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>71</td>
<td>82</td>
<td>B</td>
</tr>
</tbody>
</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
This application qualifies for 4 points for Underserved Area under the following subsection:

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

This application is located in census tract 48231961503. According to the HTC property inventory, this tract has the following HTC award: 92192 Heritage Place Apartments (1992). This 2020 HTC application is for the rehabilitation of 92192 Heritage Place Apartments and is therefore eligible for 4 Underserved Area points because the development site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago.

Source: US Census
Supporting Documents:
Proximity to Urban Core

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Jobs

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan

NA
2020 HTC
Full Application

Part 2 Tab 10

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

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

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

NA
### 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>2.3</td>
<td>2.3</td>
<td>2.308</td>
<td>NA</td>
</tr>
</tbody>
</table>


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

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

- Appraisal uses acreage from the CAD.
- ESA not required for USDA.
- Feasibility not required for rehabs per Board action

### 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>Heritage Place of Quinlan, Texas, Ltd.</td>
<td>Gary L. Maddock</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>P.O. Box 4527</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topeka</td>
<td>KS</td>
<td>66604</td>
<td>10/28/1992</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)(i)(II) (Identity of Interest)?

If "Yes," please explain:

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

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

- No

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

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

Site Control is in the form of:

- [x] Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
- [x] Expiration of Contract or Option: 10/31/2024  Anticipated Closing Date: 6/15/2021
- [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

Property has HTC LURA

If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:
3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**
   - Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:
   - [ ] Evidence of an easement, leasehold, or similar documented access; and
   - [ ] Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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

5. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**
   Development qualifies for the boost for:
   - [ ] Qualified Census tract that has less than 20% HTC Units per household
   - [X] New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*
     †Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
   - [ ] Development is located in a Small Area Difficult Development Area (SADDA)
   - [X] Rural Development (Competitive HTC only)
   - [X] 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: ___________________________
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 that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at:
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENT

This Assignment and Assumption of Option Agreement (this “Assignment”) is entered into this 28th day of February 2020, by and between RURAL HOUSING DEVELOPERS – TEXAS, LLC, a Missouri limited liability company (“Assignor”), and QUINLAN ESTATES, LP, a Texas limited partnership (“Assignee”).

RECITALS

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

B. Assignor is a party to that certain Option Agreement dated November 17, 2019 (“Option Agreement”), by and between Assignor, as Buyer, and Heritage Place Apartments of Quinlan, Texas, Ltd., a Texas limited partnership, as Seller, and covering the Real Property, the Leases and the Personal Property located in Quinlan, Hunt County, Texas;

C. Assignor desires to transfer, assign and deliver to Assignee all of Assignor’s rights, duties and obligations under the Option 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 Option 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 Option 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: [Signature]
Name: J. Ryan Hamilton
Title: Manager

ASSIGNEE: QUINLAN ESTATES, LP,
a Texas limited partnership

By: [Signature]
Name: Kenneth E. Hamilton
Title: Member of GP
OPTION AGREEMENT
(Heritage Place)

THIS OPTION AGREEMENT ("Agreement") is made between Rural Housing Developers – Texas, LLC, a Texas limited liability company, its successors or assigns (as applicable, the "Buyer"), whose notice address for notices by mail is 3556 S. Culpepper, Suite 4, Springfield, MO 65804, Attention: Ryan Hamilton, and Heritage Place Apartments of Quinlan, Texas, Ltd., a Texas limited partnership, ("Owner"), whose notice address by mail is 2900 N Government Way, #88, Coeur d’Alene, ID 83815, Attention: Gary L. Maddock. 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 32-unit multi-family housing project located in Quinlan, Hunt County, Texas, and commonly known as the "Heritage Place." 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 Hunt 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 $224,000.00 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 $725,110.00 as if 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 I 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.
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 if 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": HERITAGE PLACE APARTMENTS OF QUINLAN, TEXAS, LTD.,
a Texas limited partnership

By: Megan GP Services, LLC – Series Heritage
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

I.

All that certain lot, tract or parcel of land lying and being situated in the County of Hunt, State of Texas, and being situated in the James McAdams Survey, Abst. No. 652, Hunt County, Texas, and being a part of 172.00 acre tract of land described in a deed from Abraham Williams and wife, Priscilla Williams, to M. A. Holden as recorded in Volume 250, Page 461, Hunt County Deed Records, and being more particularly described as follows:

BEGINNING at iron rod set for corner in the south right of way line of State Highway No. 35, said point being the Northwest corner of Lot No. 35, of the Epperson's Third Addition, as recorded in Volume 400, Page 333, Hunt County Plat Records;
THENCE South 00 deg. 24 min. 20 sec. E. a distance of 397.88 feet to an iron rod set for corner at a fence corner post;
THENCE South 88 deg. 42 min. 00 sec. W. with a fence a distance of 249.78 feet to an iron rod found for corner;
THENCE North 00 deg. 49 min. 19 sec. along and near a fence a distance of 399.80 feet to an iron rod set for corner at a fence corner post in the South right of way line of State Highway No. 35;
THENCE North 89 deg. 08 min. 34 sec. E. with said right of way line a distance of 252.66 feet to the point of beginning, and containing 2.300 acres of land.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Reservation of all oil, gas and other minerals by prior owners of record.

2. 25 foot utility easement from Todd Turner to Ernest Harry Stafford et ux. recorded in Volume 247, Page 361, Real Property Records, Hunt County, Texas.

II.

The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Agreement of September 30, 1992 which is hereby incorporated herein by reference.

The Borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy

Exhibit A to Real Estate Deed of Trust for Texas dated May 25, 1993 from Heritage Place Apartments of Quinlan, Texas, Ltd. to Robert G. Hopper, Trustee

Page 1 of 2

Option Agreement – Heritage Place
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.
From: jgarcia@hamiltoncorporation.com
Sent: Monday, February 24, 2020 2:08 PM
To: Sarah Anderson
Cc: Ryan Hamilton (Hamilton Corporation)
Subject: FW: Receipt of Option Price Payments

Follow Up Flag: Follow up
Flag Status: Flagged

Please, see below.

Josefina García, CMA, CPA | Senior Finance Manager
RURAL HOUSING DEVELOPERS LLC

Phone: 417.882.1701 | Fax: 417.882.1730
Email: jgarcia@hamiltoncorporation.com

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From: Gary Maddock <gary@maddock.biz>
Sent: Monday, February 24, 2020 2:07 PM
To: Josefina Garcia <jgarcia@hamiltoncorporation.com>
Cc: Ryan Hamilton <ryanhamilton@hamiltoncorporation.com>; Corey Asher <corey@housing-tax.com>
Subject: Receipt of Option Price Payments

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.
2020 HTC
Full Application

Part 2 Tab 12

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

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
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.
## 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

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**FORM:** Commitment for Title Insurance
STEWART TITLE GUARANTY COMPANY  
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

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

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

El Compromiso para Seguro de 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 transaccion.

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.

MINEALS 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.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 20000220118
Effective Date:
January 27, 2020 at 8:00 AM
Issued
February 18, 2020 at 10:38 AM

1. The policy or policies to be issued are:
   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
       (Not applicable for improved one-to-four family residential real estate)
       Policy Amount: $T.B.D.
       PROPOSED INSURED: Quinlan Estates, 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: Quinlan Estates, 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:
   Heritage Place Apartments of Quinlan, Texas, Ltd.

4. Legal description of the land:
   SEE EXHIBIT "A" ATTACHED HERETO
EXHIBIT "A"
LEGAL DESCRIPTION

lot, tract or parcel of land situated in the James McAdams Survey,
Abstract No. 652, Hunt County, Texas, and being a part of a 172.000 acre
tract of land described in a deed from Abraham Williams and wife,
Priscilla Williams, to M. A. Holden as recorded in Vol. 250, Page 461,
Hunt County Deed Records and being more particularly described as follows:
BEGINNING at an iron rod set for corner in the South right-of-way line
of State Hwy. No. 35, said point being the Northwest corner of Lot No.
35 of the Epperson's 3rd Addition, as recorded in Vol. 400, Page 333,
Hunt County Plat Records;
THENCE S. 00 deg. 24 min. 20 sec. E. a distance of 397.88 feet to an iron
rod set for corner at a fence post;
THENCE S. 88 deg. 42 min. 00 sec. W. with a fence a distance of 249.78
feet to an iron rod for corner;
THENCE N. 00 deg. 49 min. 19 sec. W. along and near a fence a distance of
399.80 feet to an iron rod set for corner at a fence corner post in the
South right-of-way line of State Hwy. No. 35;
THENCE N. 89 deg. 08 min. 34 sec. E. with said right-of-way line a distance
of 252.66 feet to the POINT OF BEGINNING and containing 2.300 acres of
land
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. **Volume 304, page 29**, Real Property Records, Hunt County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

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

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the 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):
EXCEPTIONS FROM COVERAGE

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

b. Any visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of current survey.)

c. Rights of third parties, if any, with respect to any portion of the subject property which falls within the boundaries of any road or roadway, public or private. (May be amended or deleted upon approval of current survey.)

d. The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.

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

f. Mineral reservation retained in Deed dated July 6, 1976, recorded in Volume 781, Page 206, Deed Records Hunt County, Texas, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.

g. Waiver of Surface Rights dated August 13, 1992, recorded in Volume 245, page 619, Real Property Records of Hunt County, Texas.

h. Easement executed by Todd Turner to Ernest Harry Stafford and Marlene Stafford, recorded in Volume 247, page 361 Hunt County Real Property Records.

i. Rights of tenants in possession.
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. Company requires a legible copy of current driver’s license or other positive proof of identification of the parties to the dosing.

7. Upon determination that the proposed insured property is being assessed for tax purposes other than agricultural and at a fair market value and the payment of the additional premium required for this amendment Item 3, Schedule B will be amended to read as follows in the Mortgagee’s Title Policy Taxes for the year 2020, and subsequent years, not yet due and payable."

8. Deed of Trust dated May 25, 1993, filed May 26, 1993, recorded in Volume 275, Page 26, Real Property Records, Hunt County, Texas, executed by Heritage Place Apartments of Quinlan, Texas, Ltd. to Robert C. Hopper, Trustee, securing the payment of one Note of even date therewith in the amount of $863,700.00, payable to the order of United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, and subject to all of the terms, provisions and conditions contained in said Deed of Trust.

9. UCC Financing Statement by and between Heritage Place Apartments of Quinlan, Texas, Ltd. and the United States of America acting through Farmers Home Administration, recorded in Volume 275, page 38, Real Property Records of Hunt County, Texas.

10. Company requires satisfactory evidence of identity and authority to act of behalf of Heritage Place Apartments of Quinlan, Texas, Ltd..

11. This information is being provided as title evidence only and it is not a commitment for title insurance. The information is displayed in commitment form for informational purposes only.
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:

| Owner's Policy | $0.00 |
| Loan Policy | $0.00 |
| Endorsement Charges | $0.00 |
| Other | $0.00 |
| 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>
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<tr>
<td>or %</td>
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<tr>
<td>or %</td>
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</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**

<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 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.</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

File No.: 20000220118

Page 1
Revised 01-01-2020
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.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- 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
2020 HTC
Full Application

Part 2 Tab 12

Increase in Eligible Basis

NA
2020 HTC
Full Application

Part 2 Tab 13

Multiple Site Information

NA
2020 HTC
Full Application

Part 2 Tab 14

Elected Officials
Elected Officials

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

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

☐ No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

** US Representative District

** 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.

State Senator District

Support Letter

City Mayor

County Judge

School Superintendent District Name Email

Address City Zip

Presiding officer of Board of Trustees Email

Address City Zip

2/24/2020
2020 HTC
Full Application

Part 2 Tab 15

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

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

No Pre-Application was submitted.

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

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

1.  

2.  

3.  

4.  

5.  

2/24/2020
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

- **Notifications made at Application:**

  - No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.
  - One or more entities described changed between the submission of the pre-application and the Application, and I (We) certify that the new entity was notified as required by 10 TAC §11.203.
  - As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. **Notifications - Form and Content:**

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

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

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

- I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.

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

Part 3. **Neighborhood Organizations (competitive HTC only):**

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

Certify on next page

2/14/2020
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature of Applicant/Development Owner]  
2-17-2020  
Date

Kenneth E. Hamilton  
Printed Name

Missouri  
Notary Public, State of

Greene  
County of

August 7, 2021  
My Commission expires

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this  
17th day of February, 2020

[Notary Public Signature]

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

2/14/2020
## Development Narrative

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

<table>
<thead>
<tr>
<th>Acquisition/Rehab</th>
<th>and/or:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(adaptive reuse select New Construction here and adaptive reuse in next box)</td>
<td></td>
</tr>
</tbody>
</table>

### Previous TDHCA 
- **Previous TDHCA #**: 92192

<table>
<thead>
<tr>
<th>If Acquisition/Rehab or Rehab, original construction year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1993</td>
</tr>
</tbody>
</table>

### If Reconstruction, 
- **Units Demolished**: NA
- **Units Reconstructed**: NA

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):

  - Elderly
  - 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.

### 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 provide continual or frequent nursing, medical or psychiatric services to the residents.

☐ The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.

☐ The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").

☐ Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.

☐ Development does not violate the Department's Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

If a revised form is submitted, date of submission:
Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

This application is for the acquisition of rehabilitation of an existing development financed through USDA with housing tax credits. This is a senior development with typical construction for the original construction year. Unit configurations will not change.

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 (%) Amortization (Years) Permanent Term (Years)</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>$ 347,325</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

Has this site/activity previously applied for TDHCA funds? Yes

Has this site/activity previously received TDHCA funds? Yes

If "Yes" Enter Project Number: 92192 and TDHCA funding source: HTC
Has this site/activity previously received non-TDHCA federal funding?  
Yes

If yes, source:  
USDA

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

If a revised form is submitted, date of submission: 

---

2/28/2020
Development Activities I

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

   - # of Units | must qualify for | Points
   - 32 | 4 Points

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

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

   A. **Unit Sizes**

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

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

   - OR:

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

   B. **Unit Requirements (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**

      - Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

      - Application is requesting Direct Loan and not concurrently layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

      **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6(2), see Tab 19 for Resident Services scoring elections)**

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

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

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

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

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

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

   **Regardless of building type, ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).**
2020 HTC
Full Application

Part 3 Tab 19

Development Activities Part II
### Development Activities II

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

- **Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR**
  - Points claimed: **6**

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- **Specific amenities and quality features will be provided in every Unit at no extra charge to the resident;**
  - Points claimed: **9**

- Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points)

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

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

- **Application is seeking points for Rent Levels of Residents.**
  - Direct Loan Points Claimed: **0**

- **At least 20 percent of all low-income Units at 30% or less of AMGI**
  - Direct Loan Points: **0**

- **At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI**
  - Direct Loan Points: **0**

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

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

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

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

- **Application is seeking points for Subsidy Per Unit.**
  - Direct Loan Points Claimed: **0**

<table>
<thead>
<tr>
<th>Direct Loan Request/ Direct Loan or NHTF Units</th>
<th>Direct Loan Points:</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ 60,000</td>
<td>0</td>
</tr>
<tr>
<td>60,001 - 80,000</td>
<td>0</td>
</tr>
<tr>
<td>80,001 - 100,000</td>
<td>0</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. Points claimed here will appear on the MFDL Self Score tab.

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

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

- **Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.**
  - Complete this section! Check your math!

| Total Number of Units at 50% or less of AMGI | 10 |
| Number of 30% Units used to score points under §11.9(c)(2)* | 3 |
| Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost) | 7 |
| Percentage used for calculation of eligible points under §11.9(c)(1) | 21.88% |

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

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

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

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

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

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

**OR** (DO NOT COMPLETE BOTH)

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

This box will populate after the 2/24/2020
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 53% or lower (13 points).
   - The Average Income for the proposed Development will be 52% or lower (11 points).
   - The Average Income for the proposed Development will be 51% or lower (9 points).
   - The Average Income for the proposed Development will be 50% or lower (7 points).

OR

D. Development proposed in all other areas.
   - The Average Income for the proposed Development will be 55% or lower (15 points).
   - The Average Income for the proposed Development will be 54% or lower (13 points).
   - The Average Income for the proposed Development will be 53% or lower (11 points).
   - The Average Income for the proposed Development will be 52% or lower (9 points).

Application is seeking points for Income Levels of Residents.
   - Points Claimed: 15

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

Application is seeking points for Rent Levels of Residents.
   - Points Claimed: 11

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]
   - Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development’s LURA. (10 points)
   - Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. (1 point)

Application is seeking points for Resident Services.
   - Points Claimed: 11

7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]
   A. Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points)
   B. Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

Application is seeking points for Residents with Special Housing Needs.
   - Points Claimed: 2

8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]
   - Development is requesting Pre-Application Points. (6 points)

9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]
   - Development will maintain a 35 year Affordability Period. (4 points)
   - Development will maintain a 40 year Affordability Period. (4 points)
   - Development will maintain a 45 year Affordability Period. (4 points)

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

10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]
   - Development is requesting Pre-Application Points. (6 points)

2/24/2020
Application requests points for Historic Preservation.
Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.
Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
At least 75% of the residential units will be within the Certified Historic Structure.

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

Application is eligible for five (5) points.

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

12. Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]
- Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.
2020 HTC
Full Application

Part 3 Tab 19

Historic Preservation

NA
2020 HTC
Full Application

Part 3 Tab 20

Existing Development Information
### EXISTING DEVELOPMENT INFORMATION

#### 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 1701q)
- 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.
  - OR
- 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

---

2/27/2020
The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which the Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

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 an existing RD 515 loan and 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.

  The source of funds is: USDA Rural Development

  The annual amount of funds is:

  The number of units receiving assistance:

  The term of the contract or agreement is (date):

  The expiration of the contract or agreement is (date):

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): in 1993

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? 5

2/27/2020
Are all the buildings currently under control by the Development Owner? Yes

If “No”, how many buildings are under control by the Development Owner? 0

When will the remaining buildings be under control? 2/27/2020

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</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>801 W Main St, Quinlan TX</td>
<td>Purchase Contract</td>
<td>#######</td>
<td>32</td>
<td>$871,638</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>801 W Main St, Quinlan TX</td>
<td>in 1993</td>
<td>in 2021</td>
<td>28</td>
</tr>
</tbody>
</table>

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

Development constructed before January 1, 1978: No

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.
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.
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Property has an existing TDHCA LURA

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

<table>
<thead>
<tr>
<th>The source of funds is:</th>
<th>USDA Rural Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>The annual amount of funds is:</td>
<td>$ 55,488.00</td>
</tr>
<tr>
<td>The number of units receiving assistance:</td>
<td>22</td>
</tr>
<tr>
<td>The term of the contract or agreement is (date):</td>
<td>6/1/1993</td>
</tr>
<tr>
<td>The expiration of the contract or agreement is (date):</td>
<td>5/25/2043</td>
</tr>
</tbody>
</table>

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): in 1993

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis? Yes

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? 5

3/23/2020
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) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
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<tbody>
<tr>
<td>801 W Main St, Quinlan TX</td>
<td>Purchase Contract</td>
<td>10/31/2024</td>
<td>32</td>
<td>$871,638</td>
</tr>
</tbody>
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1. Building(s) acquired or to be acquired from:  
   - [ ] Related Party  
   - [x] Unrelated Party

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

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<tr>
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<tbody>
<tr>
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<td>28</td>
</tr>
</tbody>
</table>

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

Development constructed before January 1, 1978  

[ ]

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.
REAL ESTATE DEED OF TRUST FOR TEXAS

THIS DEED OF TRUST is made and entered into by and between the undersigned

Heritage Place Apartments of Quitman, Texas, Ltd.,
a Texas limited partnership

EXECUTING party whose post office address is

5204 Wesley, Greenville, TX 75401

Acting, State Director of Farmers Home Administration for the State of Texas, and State Director’s successors in office as State Director or Acting State Director, as trustee, herein called “Trustee,” and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the “Government,” and;

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called “note,” which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<table>
<thead>
<tr>
<th>Date of Instrument</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
<th>Due Date of Final Installment</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 25, 1993</td>
<td>$863,700.00</td>
<td>7.25 %</td>
<td>May 25, 2043</td>
</tr>
</tbody>
</table>

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration.

And it is the purpose and intent of this Instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an Indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §490a or any amounts due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

NOW, THEREFORE, in consideration of the loan(s) Borrower does hereby grant, sell, convey, and assign unto Trustee the following property situated in the State of Texas, County(ies) of Hunt:

See attached Exhibit A

Pages 1 and 2

VOL. 275 PAGE 026

USDA-FmHA Form FmHA 427-1 TX (Rev. 6-91)
together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereto and the rents, issues, and profits therefrom and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock maintaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein or of which are herein called "the property." 

TO SAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever.

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against any loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

AND BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the property unto Trustee for the benefit of the Government against all lawful claims and demands whatsoever except any lien, encumbrance, easements, reservations, or conveyances specified hereinafter, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance contract by reason of any default by Borrower, and in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

(2) To pay the the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is issued by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest Interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due, and payable by Borrower to the Government without demand at the place designated in the note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payments made by Borrower shall be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges, and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cease or permit waste, leasing or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title and survey of the property, costs of recording this and other instruments, attorney's fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sale and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in supplementary agreement are being performed.

(14) The Government may, by mortgage, give security, assign, transfer, pay off, or release any part of its interest in the property, and by mortgage or otherwise, sell or encumber any part of the property, including any portion of the property, and all rights and benefits relating thereto, and sell or assign any part thereof for the payment of the note or to secure the payment of the debt secured by this instrument, or any part thereof, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein or of which are herein called "the property."
(15) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted or vested in the Trustee, and the former trustee or substitute trustee shall be deemed thereby to have consented to and approved the exercise of the power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal Land Bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument issued by or assumed by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any trustee, substitute trustee, or any other authorized representative of Borrower or the Government die or be disabled as a result of insanity or incompetency, or should any one of the parties named as a party hereto die or be declared in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may (a) declare the entire amount unpaid under the note and any indebtedness secured hereby immediately due and payable, (b) foreclose the account of Borrower, and pay reasonable expenses for repair or maintenance of and take possession of, rents, or the property, (c) upon application by and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as prescribed by law.

(19) Upon default aforesaid: (a) at the request of the Government, Trustee may foreclose this instrument either by court action pursuant to law or by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notices of which shall not be served on Borrower; (b) such sale may be adjourned from time to time without notice other than oral proclamation at the time and place appointed for such sale and correction made on the posted notices, and at such sale the Government and the former or substitute trustee shall be deeded hereby to and the property shall be sold to the highest bidder, and if the highest bidder be an officer or employee of the Government as herein defined or a relative or associate of any such officer or employee, the sale may be void. The Government may accept any and all covenants and conditions which said statements or recitals do state facts, and without further question shall be accepted as such; and (c) provide, that in the event of foreclosure sale, Borrower shall give up and deliver immediately possession of the property to the purchaser thereof or assume the status of a tenant at will and be subject to summary dispossession as by law provided.

(20) The proceeds of such sale shall be applied in the following order of payment: (a) costs and expenses incident to enforcing or complying with the provisions hereof; (b) any prior liens required by law or a competent court to be so paid; (c) the debt evidenced hereby if not paid by Borrower; (d) any amounts or other obligations of Borrower that the Government may lawfully enforce to be so paid; (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government; and (f) any balance to Borrower as aforesaid; provided, however, that in the event of foreclosure sale, Borrower shall give up and deliver immediately possession of the property to the purchaser thereof or assume the status of a tenant at will and be subject to summary dispossession as by law provided.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) The Government does not guarantee that the Government will not be bound by any new or future State laws, prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought; provided, however, that the Government will not be bound by any new or future State laws, prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought; provided, however, that the Government will not be bound by any new or future State laws, prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought; provided, however, that the Government will not be bound by any new or future State laws, prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought; provided, however, that the Government will not be bound by any new or future State laws, prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought; 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BORROWER: for the purpose of including the Goverment to make or并不是空白， earnings evidenced by the prior described instrument represent that Borrower does not reside upon, use, or claim, as either a business or residence homestead, the property described above, not that Borrower now resides upon, used and claims as a homestead the following described tract, lot or parcel of land, that for simple title to which is vested in Borrower:

5/15/73

(29) IMPORTANT NOTICE FOR HOMESTEAD IMPROVEMENT LIENS: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

THE BORROWER AND ANY SUCCESSORS IN INTEREST UNDERSTAND AND AGREE THAT EARLY PREPAYMENT OR REFINANCING OF THE INDEBTEDNESS SECURED HEREBY WILL NOT BE ACCEPTED.

WITNESS the signature(s) of borrower on this day of ____________ day of ____________ 19

HEIRSTAGE PLACE APARTMENTS OF QUINLAN, TEXAS, LTD., a Texas limited partnership

By GERITOL INC., general partner

By ____________

Drew Barrott, President

STATE OF TEXAS

COUNTY OF HUNT

ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ____________

Drew Barrott, President of Geritol, Inc., which corporation is general partner of Herage Place Apartments of Quinlan, Texas, Ltd., a Texas limited partnership, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed, on behalf of said corporation and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of ____________ day of ____________ 19

(Seal)

Notary Public in and For the State of Texas

WILL 275 PAGE 029
I.

All that certain lot, tract or parcel of land lying and being situated in the County of Hunt, State of Texas, and being situated in the James McAdams Survey, Abst. No. 652, Hunt County, Texas, and being a part of 172.00 acre tract of land described in a deed from Abraham Williams and wife, Priscilla Williams, to M. A. Holden as recorded in Volume 250, Page 461, Hunt County Deed Records, and being more particularly described as follows:

BEGINNING at iron rod set for corner in the south right of way line of State Highway No. 35, said point being the Northwest corner of Lot No. 35, of the Epperson's Third Addition, as recorded in Volume 400, Page 333, Hunt County Plat Records; THENCE South 00 deg. 24 min. 20 sec. E. a distance of 397.88 feet to an iron rod set for corner at a fence corner post; THENCE South 88 deg. 42 min. 00 sec. W. with a fence a distance of 249.78 feet to an iron rod found for corner; THENCE North 00 deg. 49 min. 19 sec. W. along and near a fence a distance of 399.80 feet to an iron rod set for corner at a fence corner post in the South right of way line of State Highway No. 35; THENCE North 89 deg. 08 min. 34 sec. E. with said right of way line a distance of 252.66 feet to the point of beginning, and containing 2,300 acres of land.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Reservation of all oil, gas and other minerals by prior owners of record.

2. 25 foot utility easement from Todd Turner to Ernest Harry Stafford et ux. recorded in Volume 247, Page 361, Real Property Records, Hunt County, Texas.

II.

The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Agreement of September 30, 1992 which is hereby incorporated herein by reference.

The Borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy

Exhibit A to Real Estate Deed of Trust for Texas dated May 23, 1993 from Heritage Place Apartments of Quinlan, Texas, Ltd. to Robert C. Hopper, Trustee

Page 1 of 2
as provided in Section 515 of Title V of the Housing Act of 1949, and FmHA regulations then extant during the full term of the mortgage. No eligible person occupying housing will be required to vacate nor any eligible person denied occupancy for housing prior to the close of such period because of a prohibited change in the use of the housing. A tenant may seek enforcement of this provision as well as the Government.

No partner, either general or limited, will have any personal liability for the payment of all or any part of the indebtedness.
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 September 30, 1992 of the HERITAGE PLACE/ APARTMENTS OF QUINLAN, TEXAS, LTD., a Partnership, duly organized and operating under HERITAGE PLACE APARTMENTS OF QUINLAN, TEXAS, LTD.,

herein called “Partnership”, whose post office address 1204 Meadley, Greenville, Texas 75401, 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 $863,700 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 32-unit senior citizens apartment 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 HERITAGE PLACE APARTMENTS OF QUINLAN, TEXAS, LTD., payable in installments over a period of fifty (50) 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, HERITAGE PLACE APARTMENTS OF QUINLAN, TEXAS, LTD., are 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. HERITAGE PLACE APARTMENTS OF QUINLAN, TEXAS, LTD., 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 Equal Housing Opportunity 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 as a rider 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.

4. Borrower Contribution. The amount of $26,722 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 dispersed prior to any disbursement of interim loan funds or any FMHA loan funds.
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 FnMA 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 preclude the necessity for multiple advances of Farmers Home Administration loan funds, whichever occurs first, the Partnership shall provide cash from the Borrower’s own funds, a letter of credit, or a combination of the two in an amount totalling $17,809. Any cash will have been deposited in the General Operating Account and any letter of credit supplied to the FnMA District Office. Use and maintenance of a letter of credit will be in accordance with FnMA Regulation 7 CFR 1930-C.

b. Reserve Account. Transfers at a rate not less than $8,637 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of $86,722 or such higher amount later agreed to with FnMA 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 FnMA 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 $26,722, 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 or 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 FnMA regulations and shall:

a. Impose 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 without request 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 of 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 $26,722, 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 _______________ , 1992.
By: Geritol, Inc., General Partner

By Drew Barrett, President
1. **BORROWER CASE NUMBER**: 5.0, 0.7, 6.0, 7, 5.2, 3, 2.6, 2.1, 0
2. **PROJECT NUMBER** (MFS Only): 0, 1.9
3. **LOAN NUMBER**: 0, 1

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<th>6. INTEREST-CREDIT PLAN CODE</th>
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<table>
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<tr>
<th>7. EFFECTIVE INTEREST RATE</th>
<th>8. REDUCED-LOAD PAYMENT</th>
<th>9. SUBSIDY CREDIT</th>
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<td>3.5, 3.4, 0, 2</td>
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</table>

10. This Agreement between the United States of America, acting through the Farmers Home Administration pursuant to Section 521 of the Housing Act of 1949, (herein called "the Government") and Heritage Place Apartments of Quintana, Texas, Ltd. (herein called "Borrower") supplements a Promissory Note in the principal amount of $3,534.94, Seven & One Fourth percent (7.25%) interest, dated May 25, 1993, which was drawn in single advance multiple advances.

11. The Government shall compute interest on the borrower’s account at the promised note rate.

12. Subject to the provisions of this Agreement the Government will credit $3,534.94 subsidy, as surcharge/average, to the borrower’s account when each MONTHLY payment is made. The borrower’s subsidized payment shall be $1,834.02 plus surcharge/average.

13. Borrower shall submit to the Government, as required by the Government in form prescribed or approved by it, proof of borrower’s income and expenses for the previous calendar year or other designated periods, and any information on the family size and income of the occupants of the house financed with the loan evidenced by the note.

14. If the Government should determine that the borrower has defaulted under any terms or conditions of this Agreement, the note, borrower’s related Loan Resolution Agreement, and supplementary or related agreements, or any related security instrument, or violates any program regulation, at its option the Government may suspend or terminate this Agreement as of any specified date following the default.

15. No credit to the borrower’s account provided for in paragraph 12 shall be made following any remittance date specified pursuant to paragraph 14.

16. The Government shall credit the borrower’s account, or pay the borrower rental assistance, including periods of default when determined to be in the Government’s best interest, amounts equal to the difference between the payment required in paragraph 12 above and the payment required under a formula and procedure prescribed by the Government.

17. No terms or conditions of the note or any related security or other instrument shall be affected by this Agreement except as expressly set forth herein.

18. This Agreement is subject to the present regulations of the Farmers Home Administration, and to any future regulations not inconsistent with the express provisions hereof.

19. Upon request, the borrower will permit representatives of FMHA (or other agencies of the Department of Agriculture authorized by the Department) to inspect and make copies of any records of borrower pertaining to FMHA loans and this Agreement.

20. If the borrower has received any excessive credit or payment, in addition to any rights of recovery, the Government may deduct the amounts from any subsequent credit or payment.

21. If the Government should determine that the subsidy is no longer needed for the benefit of the tenants, at its option the Government may upon written notice suspend, modify or terminate this agreement as of any specified date.

The information required by this form is collected and used by FMHA to ensure that the borrower is complying with limited or non-profit loan requirements and other agreements referenced herein. Executing this agreement is required to obtain a benefit.

Position 2
HERITAGE PLACE APARTMENTS OF
QUINLAN, TEXAS, LTD., A Texas ltd. partnership
By GERITOL, INC., general partner

By

Drew Barrett, President
5204 Wesley
Greenville, Texas 75401

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By

THOMAS F. GRESHIER
District Director

May 25, 1993

DATE OF EXECUTION

[Signature and Title]

[Signature and Title]

[Signature and Title]

[Signature and Title]
RENTAL ASSISTANCE AGREEMENT

This Agreement effective on the 1st day of June 1993 between
Heritage Place Apartments of Quinlan, Texas, Ltd.
(herein called "the borrower") and its successors and the United States of America acting through the Farmers Home Administration pursuant to Section 521 (a) (2) (A) of Title V of the Housing Act of 1949 as amended. (Herein called "the Government").

In consideration of the Mutual Covenant hereinafter set forth, the Parties hereto 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(s) FnHa 1944-51 (Part III), "Multiple Family Housing Obligation-Fund Analysis" or FnHa 1944-55, "Multiple Family Housing Transfer of Rental Assistance" for the project located at
Quinlan, Texas

and known as Heritage Place Apartments consisting of 32 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 FnHa 1944-48 (or Form FnHa 4448), "Tenant Certification". Additional attachments of Form 1944-51 (Part III) or Form FnHa 1944-55 may be made on this Agreement when properly identified by case number, project number, dated and duly executed.

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 cited in the attachments (Form(s) FnHa 1944-53 (Part III), "Multiple Family Housing Obligation-Fund Analysis" or FnHa 1944-55, "Multiple Family Housing Transfer of Rental Assistance") the borrower may make requests to the Government for additional units. In the event additional units can be provided and are approved by the Government, an additional Form FnHa 1944-51 (Part III) or Form FnHa 1944-55 will be attached to this Agreement.

Section 5. In the selection of tenants in the project that will receive rental assistance, the borrower agrees to comply with the Government priorities of selecting tenants. (See Paragraphs XI and XII of Exhibit E to FnHa Instruction 1930-C).

Section 6. Provisions Applicable If Housing Owner is a Cooperative -

(a) As used in this Agreement the term "tenant or occupant" may mean a member of a cooperative, and the term "household contribution" or "rent" shall mean the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative that obtains approval for rental assistance shall be required, as a condition of receiving such, to agree that upon sale of such membership any equity increment accumulated through rent supplement payments will be turned over to the cooperative and will be remitted to the Government.

This form and its attachments identify a type and amount of benefits received by a mortgagee. This information is required as a condition to obtain a mortgage. This statement is provided pursuant to PL 96-554.

Section 2.
Section 7 Renegotiation, Modification, Transfer, Termination –

(a) If, at any time during the life of this Agreement the Parties find that it would be in their best interests and to the best interests of the rental assistance program, the provisions of the agreement may be modified, amended, or the entire agreement be terminated upon written agreement of the Parties.

(b) If the Government should determine that the borrower has defaulted under any terms or conditions of the borrower’s loan agreement/endorsement, the note, the borrower’s interest credit agreement, and supplementary or related agreements, or any related security instrument, or violated any program regulations, at its option the Government may suspend, or terminate this Agreement as of any specified date following the default.

(c) If the Government should determine that units are not being used after initial retenue and are not needed because of a lack of eligible tenants in the area, the unused units may be transferred to projects where such units are needed.

Section 8 Term of Agreement and Condition for Termination –

(a) This Agreement and attachment(s), Form FHA 1944-51 (Part III) or FHA 1944-55 to this Agreement will expire individually and automatically upon total disbursement or credit to the borrower’s account, unless earlier suspended, transferred or terminated according to Section 7 of this Agreement.

(b) The attachment(s), Form FHA 1944-51 (Part III) or FHA 1944-55 to this Agreement is not renewable. If need exists for rental assistance beyond the term or conditions of the attachment(s), the borrower may submit a Form FHA 1944-25, “Request for Rental Assistance”. If additional or replacement units are provided, Form FHA 1944-51 (Part III) or FHA 1944-55 will be attached to this Agreement and become a part hereof.

Section 9 Special Conditions – The borrower agrees that FHA may attach a duly executed Form FHA 1944-51 (Part III) or FHA 1944-55, “Multiple Family Housing Transfer of Rental Assistance” to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.

HERITAGE PLACE APARTMENTS OF
2800 KILMARNOCK, LUBBOCK, TX, LTD.
A Texas Limited Partnership
By Capital, Inc., General Partner

By

Drew Barrett, President

FARMERS HOME ADMINISTRATION

District Director

Date: May 25, 1993

Section 10 Record of Attachments Form FHA 1944-51 (Part III) or FHA 1944-55

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>#</th>
<th>UNITS</th>
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<tbody>
<tr>
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<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

2800 KILMARNOCK, LUBBOCK, TX, LTD.
A Texas Limited Partnership
By Capital, Inc., General Partner

By

Drew Barrett, President

FARMERS HOME ADMINISTRATION

District Director

Date: May 25, 1993

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<table>
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<tr>
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</tbody>
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2800 KILMARNOCK, LUBBOCK, TX, LTD.
A Texas Limited Partnership
By Capital, Inc., General Partner

By

Drew Barrett, President

FARMERS HOME ADMINISTRATION

District Director

Date: May 25, 1993
Occupied Developments
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided.

- 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).

Relocation Certification for Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Displacement for Private Persons Act (Uniform Relocation Act) and related regulations. 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)).
and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.
Operating Statement - 12 Month Actuals

COA No.

02/03/2020

Calendar Year : 2019

Heritage Place
801 WEST MAIN ST.
QUINLAN, TX 75474

4:36 pm
Page 1 of 2

Description

January

February

March

April

May

June

July

August

September

October

November

December

Total

4400

Rental Income

7,551.00

7,556.00

8,256.00

7,863.00

8,304.00

8,446.00

8,646.00

8,969.00

9,001.00

9,072.00

8,820.00

8,996.00

101,480.00

4405

RHS R/A Received

5,277.00

5,277.00

5,038.00

4,913.00

4,765.00

4,697.00

4,425.00

4,393.00

4,361.00

4,315.00

3,829.00

4,198.00

55,488.00

4409

Application Fee

10.00

0.00

0.00

0.00

0.00

0.00

10.00

0.00

10.00

0.00

0.00

0.00

30.00

4410

Late Fees

0.00

0.00

10.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

10.00

20.00

4412

Tenant Move Out Damages

0.00

0.00

550.00

0.00

110.00

0.00

0.00

0.00

0.00

200.00

0.00

0.00

860.00

4413

Tenant Maint Reimburse

150.00

150.00

150.00

150.00

150.00

395.00

0.00

0.00

0.00

0.00

0.00

0.00

1,145.00

INCOME

5160

Interest - Tax/Ins

0.00

3.17

1.10

0.00

0.00

3.25

0.00

0.00

4.01

0.00

0.00

4.79

16.32

5165

Interest - Reserve

35.00

32.15

39.54

42.07

51.87

49.26

51.06

51.09

49.47

48.00

45.98

47.09

542.58

5170

Interest-Security Deposit

5910

Laundry and Vending
TOTAL INCOME

0.00

2.94

1.37

0.00

0.00

3.70

0.00

0.00

3.75

0.00

0.00

3.63

15.39

253.39

76.30

33.93

92.20

50.23

89.98

123.45

101.34

98.74

131.69

62.57

75.65

1,189.47

13,276.39

13,097.56

14,079.94

13,060.27

13,431.10

13,684.19

13,255.51

13,514.43

13,527.97

13,766.69

12,757.55

13,335.16

160,786.76

8,724.00

EXPENSE
6110

Maint/Repairs Payroll

868.00

624.00

516.00

552.00

528.00

684.00

468.00

528.00

624.00

592.00

1,460.00

1,280.00

6115

Maint/Repairs Supply

0.00

572.64

110.56

988.99

103.97

0.00

0.00

0.00

615.30

103.54

930.73

1,774.47

5,200.20

6120

Maint/Repairs Contract

0.00

931.53

0.00

2,750.00

299.00

5,920.80

0.00

620.00

0.00

0.00

0.00

7,290.35

17,811.68

6140

Grounds

0.00

463.33

463.33

463.33

463.33

713.33

463.33

2,963.33

653.85

463.33

463.33

463.33

8,037.15

6145

Services

0.00

0.00

0.00

0.00

0.00

81.00

0.00

0.00

0.00

0.00

0.00

0.00

81.00

6146

Exterminating

103.92

1,669.22

381.04

-190.52

-46.55

190.52

190.52

190.52

0.00

0.00

0.00

190.52

2,679.19

6155

Other Operating Expenses

0.00

0.00

0.00

0.00

0.00

0.00

136.30

0.00

0.00

0.00

0.00

100.00

236.30

6156

Phone & Fuel Allowances

60.00

49.84

40.29

51.25

50.00

51.22

60.00

56.95

55.11

60.00

60.34

56.16

651.16

6210

Electricity

389.34

409.97

411.61

300.13

295.76

328.02

350.46

314.54

338.03

300.96

328.44

422.82

4,190.08

6215

Water

325.67

404.82

869.26

27.62

315.63

326.53

342.75

308.46

318.28

362.03

369.35

341.71

4,312.11

6220

Sewer

231.27

276.93

793.32

36.46

251.19

256.96

261.47

246.26

251.17

271.62

308.48

262.70

3,447.83

6230

Trash Removal

416.97

417.54

418.20

1.17

418.64

418.73

418.23

418.68

418.35

417.43

568.36

419.63

4,751.93

6235

Other Utilities

10.15

12.65

12.65

2.50

12.65

12.66

12.65

12.65

12.65

12.50

-113.71

0.00

0.00

6310

Site Management Payroll

880.00

1,088.00

784.00

1,232.00

1,040.00

1,104.00

1,456.00

1,088.00

1,216.00

2,589.33

896.00

1,232.00

14,605.33

6315

Management Fees

1,984.00

1,984.00

2,048.00

2,048.00

2,048.00

2,048.00

1,984.00

2,048.00

2,048.00

2,048.00

1,920.00

1,984.00

24,192.00

6320

Project Auditing

0.00

0.00

0.00

0.00

4,000.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

4,000.00

6325

Project Bookkeeping

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

131.00

0.00

0.00

131.00

6330

Legal Expenses

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

600.00

0.00

0.00

0.00

600.00

6335

Advertising

0.00

231.00

0.00

75.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

306.00

6340

Phone/Answering Service

261.22

69.39

161.30

160.06

160.06

160.06

163.03

172.80

163.12

163.40

163.40

163.40

1,961.24

6345

Office Supplies

721.53

6355

Training Expense

6365

0.00

162.44

22.00

66.38

0.00

59.80

44.48

132.94

16.49

25.04

178.46

13.50

13.76

13.76

13.76

13.76

13.76

13.76

596.65

54.91

13.76

13.76

13.76

13.76

789.16

Payroll Taxes

197.99

192.90

146.78

195.83

148.26

140.69

151.77

231.33

144.97

250.54

212.90

226.26

2,240.22

6370

Workman's Comp. Insurance

368.67

0.00

23.60

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

392.27

6375

Other Administrative Exp.

169.60

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

22.50

0.00

0.00

192.10

6376

I.T. Services & Software

132.09

172.68

80.86

64.58

63.23

64.58

225.61

64.58

64.58

64.58

63.64

63.64

1,124.65

6377

Tenant Screening

21.32

21.32

10.66

21.32

31.98

10.66

10.66

31.98

31.98

10.66

10.66

10.66

223.86

6378

Bank Fees

20.00

20.00

0.00

20.00

20.00

0.00

40.00

20.00

20.00

20.00

0.00

40.00

220.00

6379

Bad Debt

0.00

0.00

0.00

124.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

124.00


# Operating Statement - 12 Month Actuals

**Heritage Place**  
801 WEST MAIN ST.  
QUINLAN, TX  75474

**Calendar Year : 2019**

<table>
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<tr>
<th>COA No.</th>
<th>Description</th>
<th>January</th>
<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>
<th>December</th>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>56.59</td>
</tr>
<tr>
<td>6510</td>
<td>RHS Debt Payment</td>
<td>1,834.02</td>
<td>1,834.02</td>
<td>1,834.02</td>
<td>1,834.02</td>
<td>1,834.02</td>
<td>1,834.02</td>
<td>1,834.02</td>
<td>1,834.02</td>
<td></td>
<td>22,008.24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6515</td>
<td>RHS Payment (Overage)</td>
<td>123.00</td>
<td>123.00</td>
<td>174.00</td>
<td>242.00</td>
<td>242.00</td>
<td>285.00</td>
<td>242.00</td>
<td>242.00</td>
<td>267.00</td>
<td>267.00</td>
<td>267.00</td>
<td>2,716.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Expenses**: 8,410.99  
**11,744.98**  
**9,315.24**  
**12,767.84**  
**12,292.93**  
**14,764.34**  
**9,451.93**  
**11,579.95**  
**9,681.66**  
**10,023.24**  
**19,176.89**  
**26,958.27**  
**156,107.46**  

**Net Income YTD**: 4,865.40  
**1,352.58**  
**4,764.70**  
**293.23**  
**1,138.17**  
**-1,020.15**  
**3,803.58**  
**1,934.48**  
**3,846.31**  
**3,743.45**  
**-6,419.34**  
**-13,623.11**  
**4,679.30**
Quinlan Estates, LP
Relocation Plan

Quinlan Estates consists of the substantial rehabilitation of the Quinlan Estates developments (formerly known as Heritage Place) located in Quinlan, TX. Once the project begins, we will need to temporarily relocate tenants for approximately a 30-45 day period while we complete construction on their apartments. KEH Development – Texas, LLC will coordinate the relocation process during the construction period. Our intention is to temporarily relocate 8-12 tenants at a time depending on the occupancy of each building and the preference of relocation for each tenant. The goal is to have 2 building per phase empty, and complete rehab work for each site in approximately 4-5 phases.

As part of the relocation process we will pay for the moving expenses and any fees or deposits associated with moving. We will also pay for the rent at their temporary residence. Some residents choose to stay with friends or family during the construction process. If this is the case, we will pay to move their belongings into storage for the duration of their displacement, and also for the move back into their apartment. Each phase has been allotted approximately 60 days, but we only expect the residents to be relocated for about 45 days. In past development similar to this one, we have completed the construction of each phase in 30-45 days.

Please see the attached sample spreadsheet that we will use to track the tenants relocation. The spreadsheet will document the date of relocation, the new property that the tenant will move to, the estimated return date, the estimated relocation costs, rent and other expenses paid for the tenant during relocation, and any other information related to their relocation.

We have budgeted $1,500 per unit for relocation expenses. We feel this adequate to cover the moving, storage, and rent expenses based on similar developments we have completed. The tenants that choose to stay with family use less of the relocation money budgeted which usually offsets the tenants that require more of the relocation budget.

Below is what we expect per unit.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moving/Storage</td>
<td>$600</td>
</tr>
<tr>
<td>Rent/Hotel Expenses</td>
<td>$700</td>
</tr>
<tr>
<td>Utilities/Deposits</td>
<td>$100</td>
</tr>
<tr>
<td>Misc.</td>
<td>$100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,500</strong></td>
</tr>
</tbody>
</table>

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 also determine any special accommodations. The input of each tenant’s relocation needs and wishes will be accommodated to the best of our ability. KEH Development – Texas, LLC is committed to making this process as simple and hassle free as possible for each tenant during this rehabilitation.

A copy of this plan will be submitted to USDA RD for their approval prior to the finalization of the transfers and will comply with the Uniform Relocation Act as well as any other applicable laws or regulations.
<table>
<thead>
<tr>
<th>Bldg #</th>
<th>Unit #</th>
<th>Tenant</th>
<th>Relocation Date</th>
<th>Return Date</th>
<th>Temp Relocation Property</th>
<th>Tenant’s Rent</th>
<th>Basic Rent Sav Park</th>
<th>BasRent New Location</th>
<th>Est RL Exp (Moving, storage, hotel, etc.)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Zella Huffstetle</td>
<td>11/8/2010</td>
<td>12/17/2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>Isabell Young</td>
<td>11/8/2010</td>
<td>12/17/2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>Doretha Tallant</td>
<td>11/8/2010</td>
<td>12/17/2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>7</td>
<td>Margaret Kelley</td>
<td>8/23/2010</td>
<td>9/24/2010</td>
<td>Incline #19</td>
<td></td>
<td></td>
<td></td>
<td>Moving</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>Vacant</td>
<td>8/16/2010</td>
<td>9/24/2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>18</td>
<td>Peggy Richardson</td>
<td>9/27/2010</td>
<td>11/5/2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>19</td>
<td>Vacant</td>
<td>8/16/2010</td>
<td>9/24/2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>20</td>
<td>Daniel Bobblett</td>
<td>8/23/2010</td>
<td>9/24/2010</td>
<td>Savannah Park of Alma #23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tenant Notification

Each tenant was given a notice by the developer which let them know about the application submission and possible rehabilitation for the development. Additionally, a copy of the notice was posted in the leasing office.
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

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

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

• Residential Building floor plans should include the following, building by building:
  • separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
  • location of accessible units (unless included on Site Plan).

• Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  • spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  • spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

For Supportive Housing only, specification of space to be used for 75 sq. ft./unit common space. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.

• Unit floor plans for each type of Unit:
  • must include the square footage of each type of Unit; and
  • must include floor plans for the accessible Units.

• Elevations for each side of each building type which include:
  • a percentage estimate of the exterior composition of each elevation; and
  • roof pitch.

• Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
### Project Information

**Quinlan, Hunt County, Texas**

**Notation:** Project first occupied approx. 2002

**Other Construction:**
- Existing 1-HR dwelling unit separation walls (assumed)
- Existing 1-HR office/laundry/maintenance separation wall (assumed)

**Total allowed 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 height & floors:**
- 40'-0", 2 stories @ R-2 and B

**Site Data**

**Site zoning:**
- Existing to remain

**Site size:**
- 2.3 acres

**Site density:**
- (32) units on 2.3 acres = 13.91 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, and local codes, laws, and ordinances

**No. of parking spaces:**
- (45) typical + (3) acc. + (2) van acc. = (49) total

**Codes and Regulations**

**Building & related codes:**
- 2015 IEBC (Alteration level one at residential units and existing OLM)
- 2015 IECC
- 2015 IMC
- 2015 IPC

**Electrical 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

### Unit & Building Type Matrix

<table>
<thead>
<tr>
<th>Building Name</th>
<th>1</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>Total number of residential buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT TYPE</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>8</td>
<td>29</td>
</tr>
<tr>
<td>ACC. 1-BR</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>1,334</td>
</tr>
<tr>
<td>FHA 1-BR</td>
<td>8</td>
<td>7</td>
<td>6</td>
<td>8</td>
<td>29</td>
</tr>
<tr>
<td>(TOTAL)</td>
<td>32</td>
<td>21,344</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Index to Drawings

- AS1.0 Architectural Site Plan
- A1.0 Buildings "1 & 2" Floor Plans
- A1.1 FHA 1-BR & UFAS 1-BR Demo and Renovation Floor Plan
- A1.2 Community Building Demo and Renovation Floor Plan
- A3.0 Buildings "1 & 2" & Community Building Exterior Elevations
- A/V 1-BR 1 1 667 - 1 - - 1 667
- ACC. 1-BR 1 1 667 - - 2 - 2 1,334
- FHA 1-BR 1 1 667 8 7 6 8 29 19,343
- UNIT LABEL NUMBER OF BEDROOMS NUMBER OF BATHS SQ. FT. PER UNIT NUMBER OF UNITS PER BUILDING TOTAL NUMBER OF UNITS TOTAL SQ. FT.
### GENERAL NOTES:
1. Restripe all parking spaces.
2. Provide and install new signage at all accessible parking spaces.
3. Provide concrete sidewalk repair at indicated locations. (Approx. 3,240 SF)
4. Provide drive repair at indicated locations. (Approx. 280 SF)

**PLEASE NOTE:**
Contour lines have not been included with the architectural site plan as there will be no major changes to the existing grades.

**COMMON AREA MATRIX**

<table>
<thead>
<tr>
<th>Building</th>
<th>Area Type</th>
<th>Units Per Building</th>
<th>Total</th>
<th>Per Total</th>
<th>Per ND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg. 1</td>
<td>Total</td>
<td>32</td>
<td>32</td>
<td>32</td>
<td>100%</td>
</tr>
<tr>
<td>Bldg. 2</td>
<td>Common</td>
<td>956 SF</td>
<td>956 SF</td>
<td>956 SF</td>
<td>100%</td>
</tr>
</tbody>
</table>

**FLOOD PLAIN NOTE:**
FEMA maps indicate property is in Flood Zone X. No mitigation is required.

**PARKING NOTE:**
Current City of Quinlan, TX parking requirements are 2 spaces per unit. Property has been grandfathered.

**NOTE:**
No detention pond exists at this property.

**TABLE 1: UNITS PER BUILDING**

<table>
<thead>
<tr>
<th>Building</th>
<th>Unit Type</th>
<th>Total Per Bldg.</th>
<th>Total Per Property</th>
<th>Total Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-BR/1-BA</td>
<td>Standard Accessible</td>
<td>80</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>1-BR/1-BA</td>
<td>Standard</td>
<td>288</td>
<td>288</td>
<td>288</td>
</tr>
<tr>
<td>1-BR/1-BA</td>
<td>Hearing/Visional</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1-BR/1-BA</td>
<td>Mobility</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>411</td>
<td>411</td>
<td>411</td>
</tr>
</tbody>
</table>

**TABLE 2: ACCESSIBLE UNITS**

<table>
<thead>
<tr>
<th>Building</th>
<th>Unit Type</th>
<th>Total Per Bldg.</th>
<th>Total Per Property</th>
<th>Total Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-BR/1-BA</td>
<td>Standard Accessible</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1-BR/1-BA</td>
<td>Standard</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1-BR/1-BA</td>
<td>Hearing/Visional</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1-BR/1-BA</td>
<td>Mobility</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>7</td>
<td>7</td>
<td>7</td>
</tr>
</tbody>
</table>

**TABLE 3: SQUARE FOOTAGES**

<table>
<thead>
<tr>
<th>Area Type</th>
<th>Total Bldg.</th>
<th>Total</th>
<th>Total</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Area</td>
<td>956 SF</td>
<td>956</td>
<td>956</td>
<td></td>
</tr>
<tr>
<td>Storage</td>
<td>80</td>
<td>80</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>Porches/Patios</td>
<td>288</td>
<td>288</td>
<td>288</td>
<td></td>
</tr>
<tr>
<td>Corridors</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Breezeways</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Balconies</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total NRA</td>
<td>-</td>
<td>21,344</td>
<td>21,344</td>
<td></td>
</tr>
</tbody>
</table>

**TABLE 4: PARKING PROVIDED**

<table>
<thead>
<tr>
<th>Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Accessible</td>
<td>44</td>
</tr>
<tr>
<td>Standard</td>
<td>3</td>
</tr>
<tr>
<td>Hearing/Visional</td>
<td>2</td>
</tr>
<tr>
<td>Mobility</td>
<td>2</td>
</tr>
<tr>
<td>TOTAL</td>
<td>49</td>
</tr>
</tbody>
</table>
COMMUNITY BUILDING LEFT SIDE ELEVATION

COMMUNITY BUILDING FRONT ELEVATION

COMMUNITY RIGHT SIDE ELEVATION

COMMUNITY BUILDING REAR ELEVATION

BUILDINGS "1 & 2" FRONT ELEVATION

BUILDINGS "1 & 2" SIDE ELEVATION

BUILDINGS "1 & 2" REAR ELEVATION

EXISTING FLOOR TO CEILING HEIGHTS ASSUMED TO BE 8'-0" +/-
Subject Photos

View of Sign

View of Entrance
View of Exterior

View of Exterior
2020 HTC
Full Application

Part 3 Tab 23

Specifications and Building/Unit Type
Configuration and

Tab 23a, 23b, 23c Forms
## Specifications and Building/Unit Type Configuration

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

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

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

### Development will have:

- Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

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

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

### Floor Composition/Wall Height:

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

### Number of Units Per Building

<table>
<thead>
<tr>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>32</td>
<td>21,344</td>
</tr>
</tbody>
</table>

### Building Label

<table>
<thead>
<tr>
<th>Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Common Area Square Footage (as specified on Architect Certification)</th>
</tr>
</thead>
<tbody>
<tr>
<td>21,344</td>
</tr>
</tbody>
</table>

### Info for Supportive Housing Applicants

- **You are not required to distinguish the HC or AV Units from other Units that are the same size/floor plan.**
- **Net Rentable Square Footage from Rent Schedule**

<table>
<thead>
<tr>
<th>Net Rentable Square Footage from Rent Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>21,344</td>
</tr>
</tbody>
</table>

### Totals

<table>
<thead>
<tr>
<th>Totals</th>
<th>24</th>
<th>8</th>
</tr>
</thead>
</table>

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

2/24/2020
Total development Common Area as specified on Architect Certification: -

Ensure that this number matches your architectural drawings.

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

The lesser of these two numbers added to NRA:

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

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

21,344
# Accessible Mobility Units Calculation

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

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

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

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1-BR (667 SF)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</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>1/1 (874sqft &amp; 806</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

M. Randall Porter
Printed Name

Date: 2/25/2020

Wallace Architects, LLC
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><strong>Unit Description</strong></td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1-BR (667 SF)</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| *NOTE:* If total is more than what is required, Applicant will select which to include under "Units Proposed"

**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><strong>Unit Description</strong></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
<td></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: ________________________________ M. Randall Porter
Signature Printed Name

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

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

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

**Instructions for Submitting Accessible Parking Information**

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

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

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

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

When parking spaces are in more than one parking lot:

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

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


### Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. **Do not Include Parking Spaces**

<table>
<thead>
<tr>
<th>Amenity: Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>1</td>
</tr>
<tr>
<td>Dumpster</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
</tr>
</tbody>
</table>

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

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development</td>
<td>32</td>
</tr>
<tr>
<td>Total surface parking spaces (including non-residential)</td>
<td>49</td>
</tr>
<tr>
<td>Total carpports (including non-residential)</td>
<td>0</td>
</tr>
<tr>
<td>Total garages (including non-residential)</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total parking spaces of all types:</td>
<td>49</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>2</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>47</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>2</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>15</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>1</td>
</tr>
</tbody>
</table>

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

5

### 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, carpports, etc., including both amenity spaces and dwelling unit spaces.

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

**Total Van APSs required, including all types of spaces:**

1

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>1</td>
</tr>
<tr>
<td>Minimum number of carpports that must be van APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

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

Signature: [Signature]

Printed Name: M. Randall Porter

Date: 2/25/2020

Wallace Architects, LLC
2020 HTC
Full Application

Part 4 Tab 24

Rent Schedule
### Rent Schedule

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

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

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th>HTC Units</th>
<th>MFSL Units</th>
<th>MFSL -NHTF Units</th>
<th>TDHCA MRB Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>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% USDA</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>667</td>
<td>109</td>
<td></td>
<td></td>
<td>2,001</td>
<td>2,001</td>
<td>391</td>
<td>76</td>
<td>530</td>
<td>1,590</td>
</tr>
<tr>
<td>TC 50% USDA</td>
<td>7</td>
<td>1</td>
<td>1.0</td>
<td>667</td>
<td>386</td>
<td></td>
<td></td>
<td>4,669</td>
<td>4,669</td>
<td>703</td>
<td>76</td>
<td>530</td>
<td>3,710</td>
</tr>
<tr>
<td>TC 60% USDA</td>
<td>22</td>
<td>1</td>
<td>1.0</td>
<td>667</td>
<td>7,754</td>
<td></td>
<td></td>
<td>14,674</td>
<td>14,674</td>
<td>859</td>
<td>76</td>
<td>530</td>
<td>11,660</td>
</tr>
</tbody>
</table>

| Non Rental Income                               | $0.00     | per unit/month for: | late fees, forfeit deposits |
| Non Rental Income                               | 3.31      | per unit/month for: | 106               |
| Non Rental Income                               | 0.00      | per unit/month for: | 106               |

+ TOTAL NONRENTAL INCOME                         | $3.31     | per unit/month     |

= POTENTIAL GROSS MONTHLY INCOME                | 17,066    |

- Provision for Vacancy & Collection Loss        | % of Potential Gross Income: 7.00% | (1,195) |

- Rental Concessions (enter as a negative number) | Enter as a negative value |

= EFFECTIVE GROSS MONTHLY INCOME                | 15,871    |

x 12 = EFFECTIVE GROSS ANNUAL INCOME            | 190,457   |

Self Score Total: 131

Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):
### 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>9%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>22%</td>
</tr>
<tr>
<td>TC60%</td>
<td>69%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
</tr>
</tbody>
</table>

#### TAX CREDITS

<table>
<thead>
<tr>
<th></th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC LI Total</td>
<td>0</td>
<td>32</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>0</td>
<td>32</td>
</tr>
</tbody>
</table>

#### DIRECT LOAN (NHTF)

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

#### MORTGAGE REVENUE

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

#### BOND

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

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

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

#### OTHER

<table>
<thead>
<tr>
<th></th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0</td>
<td>32</td>
</tr>
</tbody>
</table>

### BEDROOMS

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>32</td>
<td>32</td>
</tr>
<tr>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Cost Per Sq. Ft

- **ACQUISITION + HARD**: $108.91
- **HARD**: $95.09
- **BUILDING**: $69.57

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

2/24/2020
Utility Allowances
Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
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<td>Trash</td>
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<td>$</td>
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Total Paid by Tenant: $ -    $ 76.0    $ -    $ -    $ -    $ -

Other (Describe)

Utility Allowances are provided by USDA. See page 1 of the attached approved Rent and Utility Allowance Change.

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

2/24/2020
RE: Notice of Approved Rent and Utility Allowance Change

Dear Ms. Bell:

You are hereby notified that USDA Rural Development has reviewed the request for a change in shelter costs for the Heritage Place Apartments, and considered all justifications provided by project management. Rural Development has approved the rent and utility allowance rates listed below. The changes for all units will become effective on January 1, 2020. The change is needed for the following reasons:

**Increased Operating Costs**

The approved rent changes are as follows:

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>Present Rent</th>
<th>Approved Rent</th>
<th>Amount Changed</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Basic Note</td>
<td>Basic Note</td>
<td>Basic Note</td>
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<tr>
<td>1 BR</td>
<td>$410 $521</td>
<td>$420 $531</td>
<td>+$10 +$10</td>
</tr>
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</table>

The approved Utility Allowance changes are as follows:

<table>
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<th>Unit Size</th>
<th>Present UA</th>
<th>Approved UA</th>
<th>Amount Changed</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$65</td>
<td>$76</td>
<td>+$11</td>
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</table>

Should you have any questions or concerns, you may contact Rural Development. The Rural Development Servicing Office address is:

USDA Rural Development  
1404 North McDonald, Suite 300  
McKinney, TX 75071

You must notify the tenants of Rural Development’s approval of the rent and utility allowance changes by posting this letter in the same manner as the “NOTICE TO TENANTS OF PROPOSED RENT AND UTILITY ALLOWANCE CHANGE”. This notification must be posted in a conspicuous place and cannot be substituted for the usual written notice to each individual tenant.

This approval does not authorize you to violate the terms of any lease you currently have with your tenants.

Rural Development • McKinney Area Office  
1404 North McDonald, Suite 300, McKinney, TX 75071  
Voice (972) 542-0081 Ext 4 • Fax (972) 542-0083

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."
For those tenants receiving Rental Assistance (RA), cost for rent and utilities will continue to be based on the higher of thirty percent (30%) of the household adjusted monthly income; ten percent (10%) of gross monthly income; or if the household is receiving payments for public assistance from a public agency, the portion of such payments which is specifically designated by that agency to meet the household’s shelter cost. If tenants are receiving Housing and Urban Development (HUD) Section 8 subsidy assistance, the costs for rent and utilities will be determined by the current HUD formula.

You may file an appeal regarding the rate and utility allowance change as approved. An appeal must be received in the Regional Office no later than 30 calendar days after receipt of the adverse decision. The appeal should state what agency decision is being appealed and should include, if possible, a copy of the adverse decision and a brief statement of why the decision is wrong. A copy of the appeal request should be sent to the agency.

You must inform the tenants of their right to request an explanation of the rate and utility allowance change approval decision within 45 days of the date of this notice by writing to Allen Lambright, Area Director, USDA Rural Development, 1404 North McDonald Street, Suite 300, McKinney, TX 75071. All tenants are required to pay the changed amount of rent as indicated in the notice of approval.

Any tenant who does not wish to pay the Rural Development approved rent changes may give the owner a thirty-day (30-day) notice of intent to vacate. The tenant will suffer no penalty as a result of this decision to vacate and will not be required to pay the changed rent. If the tenant later decides to remain in the unit, however, the tenant will be required to pay the changed rent from the effective date of the rent change.

Sincerely,

Traci Bendareks
(for) ALLEN M. LAMBRIGHT
Area Director
Project Name: HERITAGE PLACE APTS
Borrower Name: HERITAGE PLACE APTS C/O MEGAN GP SVCS
Borrower ID and Project No: 646347018 01-9
Date of Operation: 05/25/1993

Loan/Transfer Amount:  
Note Rate Payment:  
IC Payment: $1,834.02

Reporting Period
- X Annual
- ___ Quarterly
- ___ Monthly

Budget Type
- ___ Initial
- ___ Regular Report
- X Rent Change
- ___ SMR
- ___ Other Servicing

Project Rental Type
- ___ Family
- ___ Elderly
- X Congregate
- ___ Group Home
- ___ Mixed
- ___ LH

Profit Type
- ___ Full Profit
- ___ Limited Profit
- X Limited Profit
- ___ Non-Profit

I hereby request ___ units of RA. Current number of RA units ___24____.

The following utilities are master metered:
- Gas
- X Electricity
- ___ Water
- ___ Sewer
- ___ Trash
- ___ Other

Borrower Accounting Method
- ___ Cash
- ___ Accrual
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Budget</th>
<th>Actual</th>
<th>Proposed Budget</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
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<td>01/01/2019</td>
<td>01/01/2019</td>
<td>01/01/2020</td>
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<tr>
<td>Ending Dates:</td>
<td>12/31/2019</td>
<td>12/31/2019</td>
<td>12/31/2020</td>
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</table>

**PART I - CASH FLOW STATEMENT**

**Operational Cash Sources**

1. Rental Income 157,440.00 161,280.00
2. RHS Rental Assist. Received
3. Application Fee Received
4. Laundry And Vending 1,000.00 1,000.00
5. Interest Income 50.00 125.00
6. Tenant Charges 150.00 150.00
7. Other - Project Sources 0.00 0.00
8. Less (Vcnry & Cntngncy Allw) -2,567.00 -2,419.00 1.5 PERCENT
9. Less (Agncy Aprvd Incentv) 0.00 0.00
10. Sub-Ttl [(1 thru 7)-(8@9)] 156,073.00 160,136.00

**Non-Operational Cash Sources**

11. Cash - Non Project 0.00 0.00
12. Authorized Loan (Non-RHS) 0.00 0.00
13. Transfer From Reserve 13,900.00 18,900.00
14. Sub-Total (11 thru 13) 13,900.00 18,900.00
15. Total Cash Sources (10+14) 169,973.00 179,036.00

**Operational Cash Uses**

16. Ttl COM Exp (From Part II) 123,192.00 127,052.00
17. RHS Debt Payment 22,008.00 22,008.00
18. RHS Payment (Overage)
19. RHS Payment (Late Fee)
20. Reductn In Prior Yr Pybsens
21. Tenant Utility Payments
22. Transfer to Reserve 8,637.00 8,637.00
23. RTN Owner/NP Asset Mgt Fee 2,137.00 2,137.00 2019 RTO
24. Sub-Total (16 thru 23) 155,974.00 159,834.00

**Non-Operational Cash Uses**

25. Authzd Debt Pymnt (NonRHS) 0.00 0.00
26. Capital Budget (III 4-6) 13,900.00 18,900.00
27. Miscellaneous 0.00 0.00
28. Sub-Total (25 thru 27) 13,900.00 18,900.00
29. Total Cash Uses (24+28) 169,974.00 178,734.00
30. Net (Deficit) (15-29) 99.00 302.00

**Cash Balance**

31. Beginning Cash Balance 3,000.00 30,000.00
32. Accrual To Cash Adjustment
33. Ending Cash Bal (30+31+32) 3,099.00 30,302.00
### Project: HERITAGE PLACE APTS
#### Borrower: HERITAGE PLACE APTS C/O MEGAN GP SVCS
#### Fiscal Year: 2020
#### State: 50
#### Servicing Office: 608
#### County: 16
#### Classification: C
#### Version: 01/01/2020
#### Project No.: 01-9
#### Paid Code: Active
#### Total: By Project
#### Analysis: Y

#### Proposed Budget

<table>
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<tr>
<th>Item Description</th>
<th>Current Budget</th>
<th>Actual</th>
<th>Proposed Budget</th>
<th>Comment</th>
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<tr>
<td>01/01/2019</td>
<td>10,608.00</td>
<td>10,608.00</td>
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</table>

#### PART II - OWN EXPENSE SCHEDULE

1. Maint. @ Repairs Payroll 10,608.00
2. Maint. @ Repairs Supply 3,000.00
3. Maint. @ Repairs Contract 12,000.00
4. Painting 0.00
5. Snow Removal 0.00
6. Elevator Maint./Contract 0.00
7. Grounds 5,000.00
8. Services 2,750.00
9. Cptl Bgt (Part V operating) 6,700.00
10. Other Operating Expenses 400.00
11. Sub-Ttl OWN (1 thru 10) 40,458.00
12. Electricity 5,500.00
13. Water 3,500.00
14. Sewer 2,500.00
15. Fuel (Oil/Coal/Gas) 0.00
16. Garbage @ Trash Removal 5,200.00
17. Other Utilities 0.00
18. Sub-Ttl Util. (12 thru 17) 16,700.00
19. Site Management Payroll 10,608.00
20. Management Fee 24,576.00
21. Project Auditing Expense 4,000.00
22. Proj. Bookkeeping/Accounting 0.00
23. Legal Expenses 250.00
24. Advertising 500.00
25. Phone @ Answering Service 1,400.00
26. Office Supplies 1,000.00
27. Office Furniture @ Equip. 0.00
28. Training Expense 800.00
29. Hlth Ins. @ Other Benefits 0.00
30. Payroll Taxes 1,600.00
31. Workmans Compensation 400.00
32. Other Admin. Expenses 500.00
33. Sub-Ttl Admin (19 thru 32) 45,634.00
34. Real Estate Taxes 8,000.00
35. Special Assessments 0.00
36. Othr Taxes, Licenses, Permits 0.00
37. Property @ Liability Ins. 12,000.00
38. Fidelity Coverage Ins. 0.00
39. Other Insurance 400.00
40. Sub-Ttl Tx/In (34 thru 39) 20,400.00
41. Sub-Ttl OMM Exps (11+18+33+40) 123,192.00

**Total:** 41,408.00

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Sensitive but Unclassified/Sensitive Security Information - Disseminate on a Need-To-Know Basis Only
### Reserve Account

<table>
<thead>
<tr>
<th>Item</th>
<th>Current Budget</th>
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<th>Proposed Budget</th>
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<td>91,400.00</td>
<td>85,000.00</td>
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<tr>
<td>2. Transfer to Reserve</td>
<td>8,637.00</td>
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<tr>
<td>Total</td>
<td></td>
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<tr>
<td>Operating Deficit</td>
<td>0.00</td>
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<tr>
<td>4. Cpl Bgt (Part V reserve)</td>
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<td>18,900.00</td>
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<tr>
<td>5. Building &amp; Equip Repair</td>
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<td>0.00</td>
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<tr>
<td>6. Other Non-Operating Expenses</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Total (3 thru 6)</td>
<td>13,900.00</td>
<td>18,900.00</td>
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<td>8. Ending Balance [(1+2)-7]</td>
<td>86,137.00</td>
<td>74,737.00</td>
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### General Operating Account

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<tbody>
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<tr>
<td>Ending Balance</td>
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### Real Estate Tax and Ins Escrow

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<tbody>
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<tr>
<td>Ending Balance</td>
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### Tenant Security Deposit Account

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<tr>
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<tr>
<td>Ending Balance</td>
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### Number of Applicants on Waiting List

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<td>Reserve Acct. Req. Balance</td>
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### Number of Applicants Needing RA

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<td>34,732.15</td>
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## PART IV RENT SCHEDULE

### A. CURRENT APPROVED RENTS/UTILITY ALLOWANCE: 01/01/2019

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<th>Unit Description</th>
<th>Type</th>
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<th>HC</th>
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<th>Unit</th>
<th>Number</th>
<th>Rental Rates</th>
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<th>Note</th>
<th>HUD</th>
<th>Potential Income From Each Rate</th>
<th>Utility</th>
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### EFFECTIVE DATE OF RENTS/UTILITY ALLOWANCE: 01/01/2019

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<th>HC</th>
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<th>Unit</th>
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<th>Elect</th>
<th>Gas</th>
<th>Sewer</th>
<th>Trash</th>
<th>Water</th>
<th>Other</th>
<th>Total Allow</th>
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### B. PROPOSED CHANGE OF RENTS/UTILITY ALLOWANCE: 01/01/2020

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### EFFECTIVE DATE OF RENTS/UTILITY ALLOWANCE: 01/01/2020

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<th>Unit Description</th>
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<th>HC</th>
<th>Rev</th>
<th>Unit</th>
<th>Utility Types</th>
<th>Elect</th>
<th>Gas</th>
<th>Sewer</th>
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</tbody>
</table>
# Multi-Family Information System (MFIS)

## Proposed Budget

### Effective Dates:
- **Proposed Number Units/Items:** 01/01/2019
- **Proposed From Reserve:** 01/01/2019
- **Proposed From Operating:** 01/01/2020
- **Actual From Reserve:** 01/01/2019
- **Actual From Operating:** 01/01/2019
- **Actual Total Cost:** 01/01/2019
- **Total Actual Units/Items:** 01/01/2019

### Ending Dates:
- **Effective Dates:** 12/31/2019
- **Proposed From Reserve:** 12/31/2019
- **Proposed From Operating:** 12/31/2019
- **Actual From Reserve:** 12/31/2019
- **Actual From Operating:** 12/31/2019
- **Actual Total Cost:** 12/31/2019
- **Total Actual Units/Items:** 12/31/2019

## ANNUAL CAPITAL BUDGET

### Appliances
- **Appliances - Range:**
  - Proposed: 2 units
  - Actual: 0.00
  - Reserve: 0.00
  - Operating: 800.00
  - Cost: 0.00
  - Total: 0.00

- **Appliances - Refrigerator:**
  - Proposed: 2 units
  - Reserve: 0.00
  - Operating: 1,100.00
  - Cost: 0.00
  - Total: 0.00

- **Appliances - Range Hood:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Appliances - Washers & Dryers:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Appliances - Other:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

### Carpet and Vinyl
- **Carpet & Vinyl - 1 Br.:**
  - Proposed: 3 units
  - Reserve: 0.00
  - Operating: 4,800.00
  - Cost: 0.00
  - Total: 0.00

- **Carpet & Vinyl - 2 Br.:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Carpet & Vinyl - 3 Br.:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Carpet & Vinyl - 4 Br.:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

### Cabinets
- **Cabinets - Kitchens:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Cabinets - Bathroom:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Cabinets - Other:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

### Doors
- **Doors - Exterior:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Doors - Interior:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Doors - Other:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

### Window Coverings
- **Window Coverings - Detail:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Window Coverings - Other:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

### Heat and Air Conditioning
- **Heat & Air - Heating:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Heat & Air - Air Conditioning:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Heat & Air - Other:**
  - Proposed: 3 units
  - Reserve: 0.00
  - Operating: 11,400.00
  - Cost: 0.00
  - Total: 0.00

### Plumbing
- **Plumbing - Water Heater:**
  - Proposed: 5 units
  - Reserve: 0.00
  - Operating: 2,500.00
  - Cost: 0.00
  - Total: 0.00

- **Plumbing - Bath Sinks:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Plumbing - Kitchen Sinks:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Plumbing - Faucets:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Plumbing - Toilets:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Plumbing - Other:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

### Major Electrical
- **Major Electrical - Detail:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Major Electrical - Other:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

### Structures
- **Structures - Windows:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Structures - Screens:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Structures - Walls:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Structures - Roofing:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Structures - Siding:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Structures - Exterior Painting:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

- **Structures - Other:**
  - Proposed: 0 units
  - Reserve: 0.00
  - Operating: 0.00
  - Cost: 0.00
  - Total: 0.00

---

_Sensitive but Unclassified/Sensitive Security Information - Disseminate on a Need-To-Know Basis Only_
<table>
<thead>
<tr>
<th>Item</th>
<th>Proposed Number Units/Items</th>
<th>Proposed From Reserve</th>
<th>Actual From Reserve</th>
<th>Proposed From Operating</th>
<th>Actual From Operating</th>
<th>Actual Total Cost</th>
<th>Total Actual Units/Items</th>
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<td>01/01/2020</td>
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<tr>
<td>Other</td>
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<tr>
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<tr>
<td>Total Capital Expenses</td>
<td>0</td>
<td>18,900.00</td>
<td>0.00</td>
<td>6,700.00</td>
<td>0.00</td>
<td>0.00</td>
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Warning
Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.

I HAVE READ THE ABOVE WARNING STATEMENT AND I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

09/30/2019
(Date Submitted)

MEGAN PROPERTIES MANAGEMENT INC
(Management Agency)

MA224925
(MA#)

(Date)

(Signature of Borrower or Borrower's Representative)

Title

Traci Bendelarson

Agency Approval (Rural Development Approval Official):

10/31/19
(Date)

(For)

ALLEN M. LAMBRIGHT
AREA DIRECTOR
Heritage Place, located in Quinlin, Texas, is a 32 unit elderly/disabled property offering 30 one bedroom units and 2 one bedroom handicap units. It historically enjoys a strong occupancy rate. Project Compliance There is no known non-compliance. There are, however, outstanding items identified in the 504 Transition plan which are being addressed. Another $5,000 is budgeted from Reserves to work towards addressing the items identified for Years 1 thru 3. Financial Status The financial status is stable. However, increasing costs, especially insurance and maintenance needs are of a concern. Funding of the reserve is current. Description of Changes exceeding the tolerance threshold None of the categories exceed the tolerance threshold and total proposed Operating and Maintenance is a 3.2 percent increase over the current year budget. Administrative as a percentage of rent revenue is at 31 percent. While higher than the baseline of 23 percent, it is in line with properties of 32 units and also just slightly higher than the 2019 budget. Projected capital expenditures The only items budgeted from Reserves are HVAC should replacement be needed and also water heaters—both due to the age of those in service that have not yet been replaced. In addition, the $5,000 has been budgeted to address the Year 1 thru 3 items outstanding in the 504 Transition plan. Also, appliances and flooring replacements have been budgeted from Operating. Rent increase A rent increase of $10 per unit is requested. There was no rent increase last year and the increase represents a 2.5 percent increase over the 2019 rents. A UA increase of $11 is also included. Other RTO of $2,137 for FY2019 is budgeted.
# Annual Operating Expenses

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$4,100</td>
</tr>
<tr>
<td>Advertising</td>
<td>$400</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,600</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$1,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$1,500</td>
</tr>
<tr>
<td>Telephone</td>
<td>$800</td>
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<tr>
<td>Other training</td>
<td>$1,000</td>
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<tr>
<td>Other</td>
<td>$800</td>
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</table>

Total General & Administrative Expenses: $9,400

## Management Fee:

| Percent of Effective Gross Income | $25,344 |

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td>Management</td>
<td>$13,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$10,608</td>
</tr>
<tr>
<td>Other taxes and insurance</td>
<td>$2,200</td>
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<tr>
<td>Other</td>
<td>$2,200</td>
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</tbody>
</table>

Total Payroll, Payroll Tax & Employee Benefits: $25,808

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$2,500</td>
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<tr>
<td>Exterminating</td>
<td>$3,000</td>
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<tr>
<td>Grounds</td>
<td>$6,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$12,000</td>
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<tr>
<td>Pool</td>
<td>$2,200</td>
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<tr>
<td>Other</td>
<td>$2,200</td>
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</table>

Total Repairs & Maintenance: $23,500

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric (historical operating expenses)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$5,000</td>
</tr>
<tr>
<td>Trash (historical operating expenses)</td>
<td>$8,100</td>
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<tr>
<td>Water/Sewer (historical operating expenses)</td>
<td>$8,100</td>
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<tr>
<td>Other</td>
<td>$8,100</td>
</tr>
</tbody>
</table>

Total Utilities: $18,100

## Property Taxes:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$9,000</td>
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<tr>
<td>Payments in Lieu of Taxes</td>
<td>$9,000</td>
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</tbody>
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Total Property Taxes: $18,100

## Reserve for Replacements:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$300</td>
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</table>

## Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$1,280</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$1,280</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$1,280</td>
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<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
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<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
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<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
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<tr>
<td>Security</td>
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<td>Other</td>
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Total Other Expenses: $1,280

## Total Annual Expenses

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<td>Expense per unit</td>
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<td>Expense to Income Ratio</td>
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## Net Operating Income (before debt service)

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<th>Item</th>
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<td>Annual Debt Service</td>
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<tr>
<td>Permanent Loan Debt Service</td>
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<tr>
<td>Assumed USDA Loan</td>
<td>$18,435</td>
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<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
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Total Annual Debt Service: $50,594

## Net Cash Flow

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<tr>
<td>Net Cash Flow</td>
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If a revised form is submitted, date of submission: 2/24/2020
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the pro forma 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>$203,520</td>
<td>$207,590</td>
<td>$211,742</td>
<td>$215,977</td>
<td>$220,297</td>
<td>$243,225</td>
<td>$268,540</td>
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<tr>
<td>Secondary Income</td>
<td>$1,272</td>
<td>$1,297</td>
<td>$1,323</td>
<td>$1,350</td>
<td>$1,377</td>
<td>$1,520</td>
<td>$1,678</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$204,792</td>
<td>$208,888</td>
<td>$213,066</td>
<td>$217,327</td>
<td>$221,673</td>
<td>$244,745</td>
<td>$270,219</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($14,335)</td>
<td>($14,622)</td>
<td>($14,915)</td>
<td>($15,213)</td>
<td>($15,517)</td>
<td>($17,132)</td>
<td>($18,915)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$190,457</td>
<td>$194,266</td>
<td>$198,151</td>
<td>$202,114</td>
<td>$206,156</td>
<td>$227,613</td>
<td>$251,303</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$9,400</td>
<td>$9,682</td>
<td>$9,972</td>
<td>$10,272</td>
<td>$10,580</td>
<td>$12,625</td>
<td>$14,218</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$25,344</td>
<td>$25,851</td>
<td>$26,368</td>
<td>$26,895</td>
<td>$27,433</td>
<td>$30,288</td>
<td>$33,441</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$25,808</td>
<td>$26,582</td>
<td>$27,380</td>
<td>$28,201</td>
<td>$29,047</td>
<td>$30,662</td>
<td>$35,546</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$23,500</td>
<td>$24,205</td>
<td>$24,931</td>
<td>$25,679</td>
<td>$26,449</td>
<td>$30,662</td>
<td>$35,546</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$5,000</td>
<td>$5,150</td>
<td>$5,305</td>
<td>$5,464</td>
<td>$5,628</td>
<td>$6,524</td>
<td>$7,563</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$13,100</td>
<td>$13,493</td>
<td>$13,898</td>
<td>$14,315</td>
<td>$14,744</td>
<td>$17,093</td>
<td>$19,815</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$10,000</td>
<td>$10,300</td>
<td>$10,609</td>
<td>$10,927</td>
<td>$11,255</td>
<td>$13,048</td>
<td>$15,126</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>$9,600</td>
<td>$9,888</td>
<td>$10,185</td>
<td>$10,490</td>
<td>$10,805</td>
<td>$12,526</td>
<td>$14,521</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$1,280</td>
<td>$1,318</td>
<td>$1,358</td>
<td>$1,399</td>
<td>$1,441</td>
<td>$1,670</td>
<td>$1,936</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$132,032</td>
<td>$135,740</td>
<td>$139,553</td>
<td>$143,476</td>
<td>$147,511</td>
<td>$169,492</td>
<td>$194,816</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$58,425</td>
<td>$58,526</td>
<td>$58,598</td>
<td>$58,638</td>
<td>$58,645</td>
<td>$58,121</td>
<td>$56,487</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$18,435</td>
<td>$18,435</td>
<td>$18,435</td>
<td>$18,435</td>
<td>$18,435</td>
<td>$18,435</td>
<td>$18,435</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ANNUAL NET CASH FLOW

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$7,831</td>
<td>$7,932</td>
<td>$8,004</td>
<td>$8,044</td>
<td>$8,051</td>
<td>$7,527</td>
<td>$5,893</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$7,831</td>
<td>$15,763</td>
<td>$23,767</td>
<td>$31,810</td>
<td>$39,861</td>
<td>$78,806</td>
<td>$112,358</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

|                      | 1.15       | 1.16       | 1.16       | 1.16       | 1.15       | 1.12        |

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: 2/24/2020
### 15 Year Rental Housing Operating Pro Forma (All Programs)

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

#### INCOME

<table>
<thead>
<tr>
<th>Year</th>
<th>Potential Gross Annual Rental Income</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Effective Gross Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$203,520</td>
<td>$1,272</td>
<td>($14,335)</td>
<td>$204,792</td>
</tr>
<tr>
<td>Year 2</td>
<td>$208,608</td>
<td>$1,297</td>
<td>($14,622)</td>
<td>$209,905</td>
</tr>
<tr>
<td>Year 3</td>
<td>$213,823</td>
<td>$1,323</td>
<td>($14,915)</td>
<td>$215,147</td>
</tr>
<tr>
<td>Year 4</td>
<td>$219,169</td>
<td>$1,350</td>
<td>($15,213)</td>
<td>$220,519</td>
</tr>
<tr>
<td>Year 5</td>
<td>$224,648</td>
<td>$1,377</td>
<td>($15,517)</td>
<td>$226,025</td>
</tr>
<tr>
<td>Year 10</td>
<td>$254,169</td>
<td>$1,520</td>
<td>($17,132)</td>
<td>$255,689</td>
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<tr>
<td>Year 15</td>
<td>$287,568</td>
<td>$1,678</td>
<td>($18,915)</td>
<td>$289,247</td>
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</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>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$9,400</td>
<td>$9,682</td>
<td>$9,972</td>
<td>$10,272</td>
<td>$10,580</td>
<td>$12,265</td>
<td>$14,218</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$25,344</td>
<td>$25,851</td>
<td>$26,368</td>
<td>$26,895</td>
<td>$27,433</td>
<td>$30,288</td>
<td>$33,441</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$25,808</td>
<td>$26,582</td>
<td>$27,380</td>
<td>$28,201</td>
<td>$29,047</td>
<td>$33,674</td>
<td>$39,037</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$23,500</td>
<td>$24,205</td>
<td>$24,931</td>
<td>$25,679</td>
<td>$26,449</td>
<td>$30,662</td>
<td>$35,546</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$5,000</td>
<td>$5,150</td>
<td>$5,305</td>
<td>$5,464</td>
<td>$5,628</td>
<td>$6,524</td>
<td>$7,563</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$13,100</td>
<td>$13,493</td>
<td>$13,898</td>
<td>$14,315</td>
<td>$14,744</td>
<td>$17,093</td>
<td>$19,815</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$10,000</td>
<td>$10,300</td>
<td>$10,609</td>
<td>$10,927</td>
<td>$11,255</td>
<td>$13,048</td>
<td>$15,126</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>$9,600</td>
<td>$9,888</td>
<td>$10,185</td>
<td>$10,480</td>
<td>$10,805</td>
<td>$12,526</td>
<td>$14,521</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$1,280</td>
<td>$1,318</td>
<td>$1,358</td>
<td>$1,399</td>
<td>$1,439</td>
<td>$1,479</td>
<td>$1,936</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$132,032</td>
<td>$135,740</td>
<td>$139,553</td>
<td>$143,476</td>
<td>$147,511</td>
<td>$169,492</td>
<td>$194,816</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$58,425</td>
<td>$59,544</td>
<td>$60,679</td>
<td>$61,830</td>
<td>$62,986</td>
<td>$69,065</td>
<td>$75,515</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>$32,159</td>
<td>$18,435</td>
<td>$18,435</td>
</tr>
<tr>
<td>Year 2</td>
<td>$32,159</td>
<td>$18,435</td>
<td>$18,435</td>
</tr>
<tr>
<td>Year 3</td>
<td>$32,159</td>
<td>$18,435</td>
<td>$18,435</td>
</tr>
<tr>
<td>Year 4</td>
<td>$32,159</td>
<td>$18,435</td>
<td>$18,435</td>
</tr>
<tr>
<td>Year 5</td>
<td>$32,159</td>
<td>$18,435</td>
<td>$18,435</td>
</tr>
<tr>
<td>Year 10</td>
<td>$32,159</td>
<td>$18,435</td>
<td>$18,435</td>
</tr>
<tr>
<td>Year 15</td>
<td>$32,159</td>
<td>$18,435</td>
<td>$18,435</td>
</tr>
</tbody>
</table>

#### OTHER

<table>
<thead>
<tr>
<th>Year</th>
<th>Optional Annual Required Payment</th>
<th>Cumulative Net Cash Flow</th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td>$7,831</td>
<td>1.15</td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
<td>$8,950</td>
<td>1.18</td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td>$10,085</td>
<td>1.20</td>
</tr>
<tr>
<td>Year 4</td>
<td></td>
<td>$11,236</td>
<td>1.22</td>
</tr>
<tr>
<td>Year 5</td>
<td></td>
<td>$12,402</td>
<td>1.25</td>
</tr>
<tr>
<td>Year 10</td>
<td></td>
<td>$18,471</td>
<td>1.37</td>
</tr>
<tr>
<td>Year 15</td>
<td></td>
<td>$24,921</td>
<td>1.49</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:

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 S15 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.
2020 HTC Full Application

Part 4 Tab 28

Offsite Cost Breakdown

NA
# Site Work Cost Breakdown

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fine grading</td>
<td>$10,000.00</td>
<td>1</td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$11,588.00</td>
<td>1</td>
<td>$11,588.00</td>
<td></td>
<td></td>
<td>$11,588</td>
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<tr>
<td>On-site electrical</td>
<td>$15,000.00</td>
<td>1</td>
<td>$15,000.00</td>
<td></td>
<td></td>
<td>$15,000</td>
</tr>
<tr>
<td>On-site paving</td>
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<td>1</td>
<td>$40,500.00</td>
<td></td>
<td></td>
<td>$40,500</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$4,000.00</td>
<td>1</td>
<td>$4,000.00</td>
<td></td>
<td></td>
<td>$4,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$81,088</strong></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]

Printed Name: Joseph Parsley

Date: 2/25/2020

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

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

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Eligible Basis (if Applicable)</strong></td>
</tr>
<tr>
<td>Cost</td>
<td></td>
</tr>
</tbody>
</table>

### Acquisition

- Site acquisition cost: $77,472
- Existing building acquisition cost: $871,638
- Closing costs & acq. legal fees: $295,000

Subtotal Acquisition Cost: $949,110

### Off-Sites

- Off-site concrete
- Storm drains & devices
- Water & fire hydrants
- Off-site utilities
- Sewer lateral(s)
- Off-site paving
- Off-site electrical

Subtotal Off-Sites Cost: $0

### Site Work

- Demolition
- Asbestos Abatement (Demolition Only)
- Detention
- Rough grading: $10,000
- Fine grading: $11,588
- On-site concrete: $10,000
- On-site electrical: $15,000
- On-site paving: $40,500
- On-site utilities
- Decorative masonry
- Bumper stops, striping & signs: $4,000

Subtotal Site Work Cost: $81,088

### Site Amenities

- Landscaping: $24,412
- Pool and decking
- Athletic court(s), playground(s): $15,000
- Fencing
- **Signage, Mailboxes and Trash Enclosure**: $20,000

Subtotal Site Amenities Cost: $59,412

---

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>THC</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Metals</td>
<td>280,514</td>
<td>280,514</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>118,000</td>
<td>118,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>86,486</td>
<td>86,486</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>115,000</td>
<td>115,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>251,500</td>
<td>251,500</td>
</tr>
<tr>
<td>Specialties</td>
<td>17,000</td>
<td>17,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>34,500</td>
<td>34,500</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>375,000</td>
<td>375,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termite Treatment</td>
<td>6,500</td>
<td>6,500</td>
</tr>
</tbody>
</table>

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

- $1,459,500
- $0
- $1,459,500

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

- $13.83 psf

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.

**Contingency**

- 8.85%
- $141,600
- $0
- $141,600

**Subtotal Hard Costs**

- $1,741,600
- $0
- $1,741,600

**Voluntary Eligible “Hard Costs” (After 11.9(e)(2))***

- $108.92 psf
- $2,029,600

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.

2/28/2020
### SOFT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Architectural - Design fees</th>
<th>Architectural - Supervision fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering fees</td>
<td>64,000</td>
<td>64,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>28,000</td>
<td>28,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>4,210</td>
<td>4,210</td>
</tr>
<tr>
<td>Appraisal</td>
<td>16,000</td>
<td>16,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Soils report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>80,000</td>
<td></td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>PCA</td>
<td>3,650</td>
<td>3,650</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

|                | $260,860 | $0    | $175,860 |

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Interest</th>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Inspection fees</th>
<th>Credit Report</th>
<th>Discount Points</th>
<th>Other (specify) - see footnote 1</th>
<th>Other (specify) - see footnote 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>87,208</td>
<td>26,000</td>
<td>32,000</td>
<td>20,500</td>
<td>9,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Bond premium</th>
<th>Credit report</th>
<th>Discount points</th>
<th>Credit enhancement fees</th>
<th>Prepaid MIP</th>
<th>Other (specify) - see footnote 1</th>
<th>Other (specify) - see footnote 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4,700</td>
<td></td>
<td>40,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Interest</th>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Other (specify) - see footnote 1</th>
<th>Other (specify) - see footnote 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>15,976</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>9,440</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>9,440</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></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

| Amount   | $284,824 | $0 | $184,148 |

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>167,500</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>363,821</td>
</tr>
<tr>
<td></td>
<td>59,000</td>
</tr>
<tr>
<td></td>
<td>310,422</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

| Amount   | $531,321 | $59,000 | $477,922 |

**19.79%**

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>92,000</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>100,000</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>
</tbody>
</table>

**Subtotal Reserves**

| Amount   | $192,000 | $0 | $0 |

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

### TOTAL HOUSING DEVELOPMENT COSTS

| Amount   | $4,247,715 | $354,000 | $2,867,530 |

### The following calculations are for HTC Applications only.

#### Deduct From Basis:

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

<table>
<thead>
<tr>
<th>Total Eligible Basis</th>
<th>$354,000</th>
<th>$2,867,530</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td></td>
<td>130%</td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$354,000</td>
<td>$3,727,788</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$4,081,788</td>
<td>$354,000</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>3.34%</td>
<td>9.00%</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$347,325</td>
<td>$11,824</td>
</tr>
</tbody>
</table>

**Credit Request**

| Amount   | $347,325 | $11,824 | $335,501 |

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

| 12 |

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

#### Name of contact for Cost Estimate:

Douglas Hamilton

#### Phone Number for Contact:

417-882-1701

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

2/28/2020
2020 HTC
Full Application

Part 4 Tab 31

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

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

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Sterling Bank</td>
<td>Conventional Loan</td>
<td>$2,600,000</td>
<td>5.75%</td>
</tr>
<tr>
<td>USDA Assumed Loan</td>
<td>USDA/TXRD Loan(s)</td>
<td>$725,110</td>
<td>1.00%</td>
</tr>
<tr>
<td>Monarch Private Capital</td>
<td>HTC</td>
<td>$347,525</td>
<td>$604,284</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>City Fee Waiver</td>
<td>In-Kind Contribution</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Deferred Fee</td>
<td>$181,911</td>
<td>$30,934</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$181,911</td>
<td>$30,934</td>
</tr>
</tbody>
</table>

### Total Sources of Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sources of Funds</td>
<td>$4,111,555</td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$4,247,715</td>
</tr>
</tbody>
</table>

2/24/2020
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.

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 Bank will provide construction financing in the form of a construction loan in the amount of $2,600,000 at a rate of 5.75%. Sterling will also provide the permanent financing in the form of a conventional loan. The perm loan will be in the amount of $470,000 at a rate of 6.00% and amortization of 35 years and a term of 17 years. The existing USDA loan on will be assumed in the amount of $725,110. The USDA loan has a 1% rate and is amortized over 50 years with a 30 year term. Monarch will be providing the equity for the project in the total amount of $3,021,421 based on an equity rate of $0.87. The City of Quinlan will provide a fee waiver in the amount of $250. It is current estimated that $30,934 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.

The Replacement Reserves will be funded at $300 per unit per year.

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 property has Rental Assistance from USDA.

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

________________________________________________________
Signature, Authorized Representative, Construction or Permanent Lender

________________________________________________________
Printed Name

________________________________________________________
Date

Telephone: _____________________________________________

Email address: ___________________________________________

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

2/24/2020
Multifamily Direct Loan

Financial Capacity

NA
2020 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan Match Funds

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

<table>
<thead>
<tr>
<th>Section</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))</td>
<td></td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
</tr>
<tr>
<td>City of Quinlan</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>1</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>1</td>
</tr>
<tr>
<td>2. Financial Feasibility (§11.9(e)(1))</td>
<td></td>
</tr>
<tr>
<td>Eligible Pro-Forma and letter stating the Development is financially feasible.</td>
<td>0</td>
</tr>
<tr>
<td>Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
<td>26</td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>26</td>
</tr>
<tr>
<td>3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))</td>
<td></td>
</tr>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>9.38%</td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>8.18%</td>
</tr>
<tr>
<td>Eligibility for points:</td>
<td></td>
</tr>
<tr>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
<tr>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>3</td>
</tr>
</tbody>
</table>
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

2/24/2020
2020 HTC
Full Application

Part 4 Tab 35

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

Quinlan Estates, LP
Attn: Kenneth E. Hamilton
3556 S. Culpepper Circle, Suite 7
Springfield, MO 65804

RE: Quinlan Estates
32 LIHTC Units
801 Main St.
Quinlan, TX 75474

Dear Mr. Hamilton:

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 $2,600,000.00

**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:**

*Amount:* $470,000.00

*Terms:* 17-year term, 35-year amortization

*Rate:* 6.00% fixed

*Origination Fee:* 1.00%

*Commitment Fee:* N/A

*Security:* First Deed of Trust with assignment of rents on the subject property and improvements to be constructed thereon, legal description to govern.

*Borrower:* Quinlan Estates, LP

*General Partner:* Quinlan Estates 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 Quinlan Estates, LP (applicant) for Quinlan Estates to be located in Quinlan, 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 Quinlan Estates, 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 February, 2020.

For: Quinlan Estates, LP

By: Quinlan Estates GP, LLC its General Partner

By: Kenneth E. Hamilton, Manager
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<tbody>
<tr>
<td>Potential Gross Annual Rental Income</td>
<td>$203,520</td>
<td>$207,590</td>
<td>$211,742</td>
<td>$215,977</td>
<td>$220,297</td>
<td>$243,225</td>
<td>$268,540</td>
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<tr>
<td>Secondary Income</td>
<td>$1,272</td>
<td>$1,297</td>
<td>$1,323</td>
<td>$1,350</td>
<td>$1,377</td>
<td>$1,520</td>
<td>$1,678</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($14,335)</td>
<td>($14,622)</td>
<td>($14,915)</td>
<td>($15,213)</td>
<td>($15,517)</td>
<td>($17,132)</td>
<td>($18,915)</td>
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<td>Rental Concessions</td>
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<td>Effective Gross Annual Income</td>
<td>$190,457</td>
<td>$194,266</td>
<td>$198,151</td>
<td>$202,114</td>
<td>$206,156</td>
<td>$227,613</td>
<td>$251,303</td>
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<table>
<thead>
<tr>
<th>EXPENSES</th>
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</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$9,400</td>
<td>$9,682</td>
<td>$9,972</td>
<td>$10,272</td>
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<td>$25,851</td>
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<td>$26,895</td>
<td>$27,433</td>
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<td>$33,441</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$25,808</td>
<td>$26,582</td>
<td>$27,380</td>
<td>$28,201</td>
<td>$29,047</td>
<td>$33,674</td>
<td>$39,037</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$23,500</td>
<td>$24,205</td>
<td>$24,931</td>
<td>$25,679</td>
<td>$26,449</td>
<td>$30,662</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
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<td>$5,150</td>
<td>$5,305</td>
<td>$5,464</td>
<td>$5,628</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$14,744</td>
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<td>Annual Property Insurance Premiums</td>
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<td>$10,300</td>
<td>$10,609</td>
<td>$10,927</td>
<td>$11,255</td>
<td>$13,048</td>
<td>$15,126</td>
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<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>$9,600</td>
<td>$9,888</td>
<td>$10,185</td>
<td>$10,490</td>
<td>$10,805</td>
<td>$12,526</td>
<td>$14,521</td>
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<tr>
<td>Other Expenses</td>
<td>$1,280</td>
<td>$1,318</td>
<td>$1,358</td>
<td>$1,399</td>
<td>$1,441</td>
<td>$1,670</td>
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<tr>
<td>Total Annual Expenses</td>
<td>$132,032</td>
<td>$135,740</td>
<td>$139,553</td>
<td>$143,476</td>
<td>$147,511</td>
<td>$169,492</td>
<td>$194,816</td>
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<td>Net Operating Income</td>
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<td>$58,638</td>
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<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
<td>$32,159</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>18,435</td>
<td>18,435</td>
<td>18,435</td>
<td>18,435</td>
<td>18,435</td>
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<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Net Cash Flow</td>
<td>$7,831</td>
<td>$7,932</td>
<td>$8,044</td>
<td>$8,044</td>
<td>$8,051</td>
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<td>$5,893</td>
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<tr>
<td>Cumulative Net Cash Flow</td>
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<td>$15,763</td>
<td>$23,767</td>
<td>$31,810</td>
<td>$39,861</td>
<td>$78,806</td>
<td>$112,358</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.16</td>
<td>1.16</td>
<td>1.16</td>
<td>1.16</td>
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<td>1.12</td>
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<td>Other (Describe)</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

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

**Signature, Authorized Representative, Syndicator**

---

By: Patrick Blaise  
Phone: 314-571-5610  
Email: pat.blaise@steri-bank.com  
Date: 2/24/2020
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 Bank will provide construction financing in the form of a construction loan in the amount of $2,600,000 at a rate of 5.75%. Sterling will also provide the permanent financing in the form of a conventional loan. The perm loan will be in the amount of $470,000 at a rate of 6.00% and amortization of 35 years and a term of 17 years. The existing USDA loan on will be assumed in the amount of $725,110. The USDA loan has a 1% rate and is amortized over 50 years with a 30 year term. Monarch will be providing the equity for the project in the total amount of $3,021,421 based on an equity rate of $0.87. The City of Quinlan will provide a fee waiver in the amount of $250. It is current estimated that $30,934 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.

The Replacement Reserves will be funded at $300 per unit per year.

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 property has Rental Assistance from USDA.

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

Signature, Authorized Representative, Construction or Permanent Lender

Patrick Blassie

Printed Name

Date

Telephone: 314-571-5810

Email address: pat.blassie@sterbank.com

If a revised form is submitted, date of submission:

2/24/2020
# 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, expenses, and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$209,520</td>
<td>$208,608</td>
<td>$217,823</td>
<td>$219,169</td>
<td>$224,648</td>
<td>$254,169</td>
<td>$287,568</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$1,272</td>
<td>$1,297</td>
<td>$1,323</td>
<td>$1,350</td>
<td>$1,377</td>
<td>$1,520</td>
<td>$1,678</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$208,248</td>
<td>$207,311</td>
<td>$216,500</td>
<td>$217,819</td>
<td>$223,271</td>
<td>$253,649</td>
<td>$286,987</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>$208,457</td>
<td>$207,554</td>
<td>$216,743</td>
<td>$217,963</td>
<td>$223,324</td>
<td>$253,649</td>
<td>$286,987</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$9,492</td>
<td>$9,657</td>
<td>$9,827</td>
<td>$9,997</td>
<td>$10,167</td>
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<tr>
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<td>$25,845</td>
<td>$25,845</td>
<td>$25,845</td>
<td>$25,845</td>
<td>$30,288</td>
<td>$33,674</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$25,845</td>
<td>$25,845</td>
<td>$25,845</td>
<td>$25,845</td>
<td>$25,845</td>
<td>$30,288</td>
<td>$33,674</td>
</tr>
<tr>
<td>Repair &amp; Maintenance</td>
<td>$23,500</td>
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<td>$25,679</td>
<td>$26,449</td>
<td>$30,662</td>
<td>$35,546</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$5,000</td>
<td>$5,125</td>
<td>$5,250</td>
<td>$5,375</td>
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<td>$6,525</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$13,100</td>
<td>$13,494</td>
<td>$13,898</td>
<td>$14,315</td>
<td>$14,744</td>
<td>$17,093</td>
<td>$19,815</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$10,000</td>
<td>$10,300</td>
<td>$10,609</td>
<td>$10,927</td>
<td>$11,255</td>
<td>$13,048</td>
<td>$15,126</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 Repairs</td>
<td>$9,000</td>
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<td>$9,835</td>
<td>$10,130</td>
<td>$11,743</td>
<td>$13,613</td>
</tr>
<tr>
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<td>$5,280</td>
<td>$5,280</td>
<td>$5,280</td>
<td>$5,280</td>
<td>$5,280</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
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<td>$52,358</td>
<td>$52,571</td>
<td>$52,780</td>
<td>$55,416</td>
<td>$58,335</td>
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</table>

| NET OPERATING INCOME            | $156,518  | $155,359  | $154,385  | $153,392  | $150,648  | $158,233  | $162,652  |

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
<td>$33,159</td>
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<td>Other Annual Required Payment</td>
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<tr>
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<td>$8,950</td>
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<td>$26,931</td>
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<td>CUMULATIVE NET CASH FLOW</td>
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<td>$16,780</td>
<td>$26,865</td>
<td>$38,101</td>
<td>$50,503</td>
<td>$69,106</td>
<td>$96,165</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.5%</td>
<td>1.5%</td>
<td>1.5%</td>
<td>1.5%</td>
<td>1.5%</td>
<td>1.5%</td>
<td>1.5%</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro formas, 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 1.5X debt coverage ratio. (Signature only required if using this pro forma for points under $1M which relates to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

By signing below I (we) are certifying for the following:

1. Accuracy of the pro formas
2. Consistency with the base year and future projections
3. Feasibility of the project

Date

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 SIV 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 esc growing in the Application do not accurately reflect the financial feasibility of the development.
February 27, 2020

Josefina Garcia
Quinlan Estates, LP
3556 S. Culpepper, Suite 7
Greene, MO 65804

RE: Heritage Place Apartments of Quinlan, Texas, LTD – Transferor
Quinlan Estates, LP – Transferee
Heritage Place Apartments
Request for Transfer and Assumption

Dear Ms. Garcia:

This letter is to confirm that you have informed the Agency of your intentions to transfer Heritage Place Apartments to Quinlan Estates, 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,

[Signature]

EDD HARGETT
State Director

cc: Area Director Allen Lambright, McKinney Area Office

USDA is an equal opportunity provider, employer, and lender.
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
MONARCH PRIVATE CAPITAL
Monarch Plaza
3414 Peachtree Road, Suite 825
Atlanta, GA 30326

February 26, 2020

Mr. Kenneth E. Hamilton
KEH Development - Texas, LLC
3556 S. Culpepper Circle, Suite 7
Springfield, MO 65804

Re: Quinlan Estates, Quinlan, TX

Mr. Kenneth E. Hamilton:

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 Quinlan Estates, a project to be located in Quinlan, TX will be made up of one RD 515 development consisting of 32 Senior units (the “Project”).

**Investment Entity**
Quinlan Estates, LP, a Texas Limited Partnership (the "Partnership"), with Quinlan Estates 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 – 347,325

**Total Housing Credit Allocation for Investment**
The Partnership expects to receive Federal LIHTC’s in the amount of $347,325 per year, for a total of $3,473,250 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**
$3,021,421
**MPC Installment Schedule**

MPC equity will be funded according to the following schedule:

1. 20% ($604,284) of total equity shall be paid at Closing

2. 60% ($1,812,853) of total equity shall be paid at Completion projected at October 1, 2021

3. 17.5% ($528,749) of total equity shall be paid at Stabilization projected at January 1, 2022

4. 2.5% ($75,535) 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 $92,000 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 $30,934.

**Proforma and Sponsorship**

The attached 15-year pro forma was prepared by the Applicant or for the Project located in Quinlan. 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 $725,110 with an effective interest rate of 1% and at term/am of 30/50 years.

Sterling Bank – Construction loan of $2,600,000 with an interest rate of 5.75% and an 18 month term. Permanent Loan of $470,000 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.

KEH Development - Texas, LLC (Developer)

By: [Signature]
Kenneth E. Hamilton, Manager
**15 Year Rental Housing Operating Pro Forma (All Programs)**

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

### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
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### EXPENSES

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### DEBT SERVICE

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<th>Year 4</th>
<th>Year 5</th>
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<th>Year 15</th>
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<tr>
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### NET OPERATING INCOME

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### ANNUAL NET CASH FLOW

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### Debt Coverage Ratio

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<td>1.37</td>
</tr>
<tr>
<td>15</td>
<td>1.49</td>
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</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)

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Phone:</th>
<th>Email:</th>
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</thead>
<tbody>
<tr>
<td>Brent Barringer</td>
<td>Brent Barringer</td>
<td>February 26, 2020</td>
<td></td>
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### EXPENSES

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### DEBT SERVICE

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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$7,831</td>
<td>$7,932</td>
<td>$8,004</td>
<td>$8,044</td>
<td>$8,051</td>
<td>$7,527</td>
<td>$5,893</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$7,831</td>
<td>$15,763</td>
<td>$23,767</td>
<td>$31,810</td>
<td>$39,861</td>
<td>$78,068</td>
<td>$112,358</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.16</td>
<td>1.16</td>
<td>1.16</td>
<td>1.16</td>
<td>1.15</td>
<td>1.12</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

---

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

**Brent Barringer**

**February 26, 2020**

---

**Signature, Authorized Representative, Syndicator**

**Brent Barringer**

**February 26, 2020**

---

**Phone:**

**Email:**

---

Signature, Authorized Representative, Construction or Permanent Lender

**Brent Barringer**

**February 26, 2020**

---

**Date**

**February 26, 2020**

---

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

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
RESOLUTION NO. 2020-02-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUINLAN, TEXAS, SUPPORTING AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2020 LOW INCOME HOUSING TAX CREDIT PROGRAM FUNDS FOR THE REHABILITATION OF AFFORDABLE RENTAL HOUSING AT 801 W. MAIN STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rural Housing Development LLC has proposed the rehabilitation of affordable rental housing for person 55 and older at 801 W. Main St., named Quinlan Estates, in the City of Quinlan; and

WHEREAS, there is a need for affordable senior housing for the City of Quinlan's citizens of modest means; and

WHEREAS, Rural Housing Development LLC intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for Quinlan Estates, currently known as Heritage Place.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUINLAN:

SECTION 1. That City or Quinlan, acting through its governing body, hereby confirms that it supports the proposed rehabilitation of Quinlan Estates, currently known as Heritage Place, and its application to the TDHCA; and

SECTION 2. That the City of Quinlan further agrees to waive $250 in building permit fees related to, and in support of, this rehabilitation project.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED in a meeting of the City Council of the City of Quinlan, Texas, held on the 10th day of February, 2020.

[Signature]
Jacky Goleman, Mayor

ATTEST:

[Signature]
Laura Kennemer, City Secretary
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance
RE: Notice of Approved Rent and Utility Allowance Change

Dear Ms. Bell:

You are hereby notified that USDA Rural Development has reviewed the request for a change in shelter costs for the Heritage Place Apartments, and considered all justifications provided by project management. Rural Development has approved the rent and utility allowance rates listed below. The changes for all units will become effective on January 1, 2020. The change is needed for the following reasons:

**Increased Operating Costs**

The approved rent changes are as follows:

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>Present Rent</th>
<th>Approved Rent</th>
<th>Amount Changed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Basic</td>
<td>Note</td>
<td>Basic</td>
</tr>
<tr>
<td>1 BR</td>
<td>$410</td>
<td>$521</td>
<td>$420</td>
</tr>
</tbody>
</table>

The approved Utility Allowance changes are as follows:

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>Present UA</th>
<th>Approved UA</th>
<th>Amount Changed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR</td>
<td>$65</td>
<td>$76</td>
<td>+$11</td>
</tr>
</tbody>
</table>

Should you have any questions or concerns, you may contact Rural Development. The Rural Development Servicing Office address is:

USDA Rural Development  
1404 North McDonald, Suite 300  
 McKinney, TX 75071

You must notify the tenants of Rural Development’s approval of the rent and utility allowance changes by posting this letter in the same manner as the “NOTICE TO TENANTS OF PROPOSED RENT AND UTILITY ALLOWANCE CHANGE”. This notification must be posted in a conspicuous place and cannot be substituted for the usual written notice to each individual tenant.

This approval does not authorize you to violate the terms of any lease you currently have with your tenants.

Rural Development • McKinney Area Office  
1404 North McDonald, Suite 300, McKinney, TX 75071  
Voice (972) 542-0081 Ext 4 • Fax (844) 496-8032

“This institution is an equal opportunity provider and employer.”

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint_filing_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.”
For those tenants receiving Rental Assistance (RA), cost for rent and utilities will continue to be based on the higher of thirty percent (30%) of the household adjusted monthly income; ten percent (10%) of gross monthly income; or if the household is receiving payments for public assistance from a public agency, the portion of such payments which is specifically designated by that agency to meet the household’s shelter cost. If tenants are receiving Housing and Urban Development (HUD) Section 8 subsidy assistance, the costs for rent and utilities will be determined by the current HUD formula.

You may file an appeal regarding the rate and utility allowance change as approved. An appeal must be received in the Regional Office no later than 30 calendar days after receipt of the adverse decision. The appeal should state what agency decision is being appealed and should include, if possible, a copy of the adverse decision and a brief statement of why the decision is wrong. A copy of the appeal request should be sent to the agency.

You must inform the tenants of their right to request an explanation of the rate and utility allowance change approval decision within 45 days of the date of this notice by writing to Allen Lambright, Area Director, USDA Rural Development, 1404 North McDonald Street, Suite 300, McKinney, TX 75071. All tenants are required to pay the changed amount of rent as indicated in the notice of approval.

Any tenant who does not wish to pay the Rural Development approved rent changes may give the owner a thirty-day (30-day) notice of intent to vacate. The tenant will suffer no penalty as a result of this decision to vacate and will not be required to pay the changed rent. If the tenant later decides to remain in the unit, however, the tenant will be required to pay the changed rent from the effective date of the rent change.

Sincerely,

[Signature]
(for) ALLEN M. LAMBRIGHT
Area Director
Report: FIN1000

Multi-Family Information System (MFIS)

Project Name: HERITAGE PLACE APTS
Borrower Name: HERITAGE PLACE APTS C/O MEGAN GP SVCS
Borrower ID and Project No: 646347018 01-9
Date of Operation: 05/25/1991

Loan/Transfer Amount: 
Note Rate Payment: 
IC Payment: $1,834.02

Reporting Period

X Annual
___ Quarterly
___ Monthly

Budget Type

___ Initial
___ Regular Report
X Rent Change
___ SMR
___ Other Servicing

Project Rental Type

___ Family
X Elderly
___ Congregate
___ Group Home
___ Mixed
___ LH

Profit Type

___ Full Profit
X Limited Profit
___ Non-Profit

I hereby request ___ units of RA. Current number of RA units ___ 24 ___.

The following utilities are master metered:

___ Gas
X Electricity
___ Water
___ Sewer
___ Trash
___ Other

Borrower Accounting Method

___ Cash
___ Accrual

Sensitive but Unclassified/Sensitive Security Information - Disseminate on a Need-To-Know Basis Only
<table>
<thead>
<tr>
<th>Item</th>
<th>Current Budget</th>
<th>Actual</th>
<th>Proposed Budget</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Dates:</td>
<td>01/01/2019</td>
<td>01/01/2019</td>
<td>01/01/2020</td>
<td></td>
</tr>
<tr>
<td>Ending Dates:</td>
<td>12/31/2019</td>
<td>12/31/2019</td>
<td>12/31/2020</td>
<td></td>
</tr>
<tr>
<td><strong>PART I - CASH FLOW STATEMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Operational Cash Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Rental Income</td>
<td>157,440.00</td>
<td></td>
<td>161,280.00</td>
<td></td>
</tr>
<tr>
<td>2. RHS Rental Assist. Received</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Application Fee Received</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Laundry And Vending</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Interest Income</td>
<td>50.00</td>
<td></td>
<td>125.00</td>
<td></td>
</tr>
<tr>
<td>6. Tenant Charges</td>
<td>150.00</td>
<td></td>
<td>150.00</td>
<td></td>
</tr>
<tr>
<td>7. Other - Project Sources</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>8. Less (Vcnncy &amp; Cntgncy Allw)</td>
<td>-2,567.00</td>
<td></td>
<td>-2,419.00</td>
<td>1.5 PERCENT</td>
</tr>
<tr>
<td>9. Less (Agncy Aprvd Incentv)</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>10. Sub-Ttl [(1 thru 7)-(8@9)]</td>
<td>156,073.00</td>
<td></td>
<td>160,136.00</td>
<td></td>
</tr>
<tr>
<td><strong>Non-Operational Cash Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Cash - Non Project</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>12. Authorized Loan (Non-RHS)</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>13. Transfer From Reserve</td>
<td>13,900.00</td>
<td></td>
<td>18,900.00</td>
<td></td>
</tr>
<tr>
<td>14. Sub-Total (11 thru 13)</td>
<td>13,900.00</td>
<td></td>
<td>18,900.00</td>
<td></td>
</tr>
<tr>
<td>15. Total Cash Sources (10+14)</td>
<td>169,973.00</td>
<td></td>
<td>179,036.00</td>
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<tr>
<td><strong>Operational Cash Uses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Ttl COMM Exp (From Part II)</td>
<td>123,192.00</td>
<td></td>
<td>127,052.00</td>
<td></td>
</tr>
<tr>
<td>17. RHS Debt Payment</td>
<td>22,008.00</td>
<td></td>
<td>22,008.00</td>
<td></td>
</tr>
<tr>
<td>18. RHS Payment (Overage)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. RHS Payment (Late Fee)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Reductn In Prior Yr Pybles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Tenant Utility Payments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22. Transfer to Reserve</td>
<td>8,637.00</td>
<td></td>
<td>8,637.00</td>
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<tr>
<td>23. RTN Owner/NP Asset Mgt Fee</td>
<td>2,137.00</td>
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<td>2,137.00</td>
<td>2019 RTO</td>
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<tr>
<td>24. Sub-Total (16 thru 23)</td>
<td>155,974.00</td>
<td></td>
<td>159,034.00</td>
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<tr>
<td><strong>Non-Operational Cash Uses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25. Authd Debt Pymnt (NonRHS)</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>26. Capital Budget (III 4-6)</td>
<td>13,900.00</td>
<td></td>
<td>18,900.00</td>
<td></td>
</tr>
<tr>
<td>27. Miscellaneous</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>28. Sub-Total (25 thru 27)</td>
<td>13,900.00</td>
<td></td>
<td>18,900.00</td>
<td></td>
</tr>
<tr>
<td>29. Total Cash Uses (24+28)</td>
<td>169,974.00</td>
<td></td>
<td>178,734.00</td>
<td></td>
</tr>
<tr>
<td>30. Net (Deficit) (15-29)</td>
<td>99.00</td>
<td></td>
<td>302.00</td>
<td></td>
</tr>
<tr>
<td><strong>Cash Balance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31. Beginning Cash Balance</td>
<td>3,000.00</td>
<td></td>
<td>30,000.00</td>
<td></td>
</tr>
<tr>
<td>32. Accrual To Cash Adjustment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33. Ending Cash Bal (30+31+32)</td>
<td>3,099.00</td>
<td></td>
<td>30,302.00</td>
<td></td>
</tr>
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</table>
## Part II - OWN Expense Schedule

<table>
<thead>
<tr>
<th>Item</th>
<th>Current Budget</th>
<th>Actual</th>
<th>Proposed Budget</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Maint. @ Repairs Payroll</td>
<td>10,608.00</td>
<td></td>
<td>10,608.00</td>
<td></td>
</tr>
<tr>
<td>2. Maint. @ Repairs Supply</td>
<td>3,000.00</td>
<td></td>
<td>3,000.00</td>
<td></td>
</tr>
<tr>
<td>3. Maint. @ Repairs Contract</td>
<td>12,000.00</td>
<td></td>
<td>12,000.00</td>
<td></td>
</tr>
<tr>
<td>4. Painting</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>5. Snow Removal</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>6. Elevator Maint./Contract</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>7. Grounds</td>
<td>5,000.00</td>
<td></td>
<td>6,000.00</td>
<td></td>
</tr>
<tr>
<td>8. Services</td>
<td>2,750.00</td>
<td></td>
<td>2,500.00</td>
<td></td>
</tr>
<tr>
<td>9. Ctl Bgt (Part V operating)</td>
<td>6,700.00</td>
<td></td>
<td>6,700.00</td>
<td></td>
</tr>
<tr>
<td>10. Other Operating Expenses</td>
<td>400.00</td>
<td></td>
<td>600.00</td>
<td>EMPLOYEE FUEL ALLOWANCE</td>
</tr>
<tr>
<td>11. Sub-Ttl OWN (1 thru 10)</td>
<td>40,458.00</td>
<td></td>
<td>41,408.00</td>
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</tr>
<tr>
<td>12. Electricity</td>
<td>5,500.00</td>
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<td>5,000.00</td>
<td></td>
</tr>
<tr>
<td>13. Water</td>
<td>3,500.00</td>
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<td>4,500.00</td>
<td></td>
</tr>
<tr>
<td>14. Sewer</td>
<td>2,500.00</td>
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<td></td>
</tr>
<tr>
<td>15. Fuel (Oil/Coal/Gas)</td>
<td>0.00</td>
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<td>0.00</td>
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</tr>
<tr>
<td>16. Garbage @ Trash Removal</td>
<td>5,200.00</td>
<td></td>
<td>5,000.00</td>
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</tr>
<tr>
<td>17. Other Utilities</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
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</tr>
<tr>
<td>18. Sub-Ttl Util. (12 thru 17)</td>
<td>16,700.00</td>
<td></td>
<td>18,100.00</td>
<td></td>
</tr>
<tr>
<td>19. Site Management Payroll</td>
<td>10,608.00</td>
<td></td>
<td>13,000.00</td>
<td></td>
</tr>
<tr>
<td>20. Management Fee</td>
<td>24,576.00</td>
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<td>25,344.00</td>
<td>$66 PER OCCUPIED UNIT PER MONTH</td>
</tr>
<tr>
<td>21. Project Auditing Expense</td>
<td>4,000.00</td>
<td></td>
<td>4,000.00</td>
<td></td>
</tr>
<tr>
<td>22. Proj. Bookkeeping/Accounting</td>
<td>0.00</td>
<td></td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>23. Legal Expenses</td>
<td>250.00</td>
<td></td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>24. Advertising</td>
<td>500.00</td>
<td></td>
<td>400.00</td>
<td></td>
</tr>
<tr>
<td>25. Phone @ Answering Service</td>
<td>1,400.00</td>
<td></td>
<td>1,500.00</td>
<td></td>
</tr>
<tr>
<td>26. Office Supplies</td>
<td>1,000.00</td>
<td></td>
<td>1,000.00</td>
<td></td>
</tr>
<tr>
<td>27. Office Furniture @ Equip.</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>28. Training Expense</td>
<td>800.00</td>
<td></td>
<td>800.00</td>
<td></td>
</tr>
<tr>
<td>29. Hlth Ins. @ Other Benefits</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>30. Payroll Taxes</td>
<td>1,600.00</td>
<td></td>
<td>1,800.00</td>
<td></td>
</tr>
<tr>
<td>31. Workmans Compensation</td>
<td>400.00</td>
<td></td>
<td>400.00</td>
<td></td>
</tr>
<tr>
<td>32. Other Admin. Expenses</td>
<td>500.00</td>
<td></td>
<td>1,500.00</td>
<td>BANK FEES, SCREENING EXP AND IT SERVICES</td>
</tr>
<tr>
<td>33. Sub-Ttl Admin (19 thru 32)</td>
<td>45,634.00</td>
<td></td>
<td>49,944.00</td>
<td></td>
</tr>
<tr>
<td>34. Real Estate Taxes</td>
<td>8,000.00</td>
<td></td>
<td>7,600.00</td>
<td></td>
</tr>
<tr>
<td>35. Special Assessments</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>36. Othr Taxes, Lcnses, Permts</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>37. Property @ Liability Ins.</td>
<td>12,000.00</td>
<td></td>
<td>10,000.00</td>
<td></td>
</tr>
<tr>
<td>38. Fidelity Coverage Ins.</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>39. Other Insurance</td>
<td>400.00</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>40. Sub-Ttl Tx/In (34 thru 39)</td>
<td>20,400.00</td>
<td></td>
<td>17,600.00</td>
<td></td>
</tr>
<tr>
<td>41. Ttl OWN Exps (11+18+33+40)</td>
<td>123,192.00</td>
<td></td>
<td>127,052.00</td>
<td></td>
</tr>
</tbody>
</table>
### Project Name: HERITAGE PLACE APTS  
**State:** 50  
**Servicing Office:** 608  
**County:** 16  
**Borrower Name:** HERITAGE PLACE APTS C/O MEGAN GP SVCS  
**Borr ID:** 666347018  
**Prj Nbr:** 01-9  
**Paid Code:** Active  
**Classification:** C  
**Fiscal Year:** 2020  
**Version:** 01/01/2020 APPROVED  
**Totals:** By Project  
**Analyzed:** Y

### Proposed Budget

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### PART III - ACCT BUDGET/STATUS

#### Reserve Account

1. **Beginning Balance**
   - Current Budget: 91,400.00
   - Proposed Budget: 85,000.00

2. **Transfer to Reserve**
   - Current Budget: 8,637.00
   - Proposed Budget: 8,637.00

#### Transfer From Reserve

3. **Operating Deficit**
   - Current Budget: 0.00
   - Proposed Budget: 0.00

4. **Cptl Bgt (Part V reserve)**
   - Current Budget: 13,900.00
   - Proposed Budget: 18,900.00

5. **Building @ Equip Repair**
   - Current Budget: 0.00
   - Proposed Budget: 0.00

6. **Othr Non-Operating Expenses**
   - Current Budget: 0.00
   - Proposed Budget: 0.00

7. **Total (3 thru 6)**
   - Current Budget: 13,900.00
   - Proposed Budget: 18,900.00

8. **Ending Balance [(1+2)-7]**
   - Current Budget: 86,137.00
   - Proposed Budget: 74,737.00

#### General Operating Account

- **Beginning Balance**
- **Ending Balance**

#### Real Estate Tax And Ins Escrow

- **Beginning Balance**
- **Ending Balance**

#### Tenant Security Deposit Acct

- **Beginning Balance**
- **Ending Balance**

### Number of Applicants on Waiting List

| Number of Applicants on Waiting List | 0 | Reserve Acct. Req. Balance | 57,574.59 |

### Number of Applicants Needing RA

| Number of Applicants Needing RA | Amount Ahead/Behind | 34,732.15 |
### PART IV RENT SCHEDULE

#### A. CURRENT APPROVED RENTS/UTILITY ALLOWANCE: 01/01/2019

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<th>Unit Description</th>
<th>Rental Rates</th>
<th>Potential Income From Each Rate</th>
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**CURRENT RENT TOTALS:** 157,440

#### EFFECTIVE DATE OF RENTS/UTILITY ALLOWANCE: 01/01/2019

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<th>Trash</th>
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#### B. PROPOSED CHANGE OF RENTS/UTILITY ALLOWANCE: 01/01/2020

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**PROPOSED RENT TOTALS:** 161,280

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### Project Name: HERITAGE PLACE APTS

Borrower Name: HERITAGE PLACE APTS C/O MBGAN GP SVCS

Borrower ID: 666347018

Project Nbr: 01-9

Paid Code: Active

Classification: C

Fiscal Year: 2020

Version: 01/01/2020 APPROVED

Totals: By Project

ANNUAL CAPITAL BUDGET

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### Proposed Budget

**Project Name:** HERITAGE PLACE APTS  
**State:** 50  
**Servicing Office:** 608  
**County:** 16  
**Borrower Name:** HERITAGE PLACE APTS C/O MEGAN GP SVC  
**Borr ID:** 666347018  
**Prj Nbr:** 01-9  
**Paid Code:** Active  
**Classification:** C  
**Fiscal Year:** 2020  
**Version:** 01/01/2020  
**Approved:**  
**Totals:** By Project  
**Analyzed:** Yes

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<td><strong>Accessibility Features</strong></td>
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<td>Automation Equip. -Site Mngt</td>
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<tr>
<td>Automation Equip. -Other</td>
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<td><strong>Total Capital Expenses</strong></td>
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<td>6,700.00</td>
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Warning
Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.

I HAVE READ THE ABOVE WARNING STATEMENT AND I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

09/30/2019
(Date Submitted)

MEGAN PROPERTIES MANAGEMENT INC
(Management Agency)

MA224925
(MA#)

(Date)

(Signature of Borrower or Borrower's Representative)

(Title)

Agency Approval (Rural Development Approval Official):

10/31/19
(Date)

FOR
ALLEN M. LAMBRIGHT
AREA DIRECTOR
Heritage Place, located in Quinlin, Texas, is a 32 unit elderly/disabled property offering 30 one bedroom units and 2 one bedroom handicap units. It historically enjoys a strong occupancy rate. There is no known non-compliance. There are, however, outstanding items identified in the 504 Transition plan which are being addressed. Another $5,000 is budgeted from Reserves to work towards addressing the items identified for Years 1 thru 3. Financial Status The financial status is stable. However, increasing costs, especially in insurance and maintenance needs are of a concern. Funding of the reserve is current. Description of Changes exceeding the tolerance threshold. None of the categories exceed the tolerance threshold and total proposed Operating and Maintenance is a 3.2 percent increase over the current year budget. Administrative asa percentage of rent revenue is at 31 percent. While higher than the baseline of 23 percent, it is in line with properties of 32 units and also just slightly higher than the 2019 budget. Projected capital expenditures. The only items budgeted from Reserves are HVAC should replacement be needed and also water heaters—both due to the age of those in service that have not yet been replaced. In addition, the $5,000 has been budgeted to address the Year 1 thru 3 items outstanding in the 504 Transition plan. Also, appliances and flooring replacements have been budgeted from Operating. Rent Increase. A rent increase of $10 per unit is requested. There was no rent increase last year and the increase represents a 2.5 percent increase over the 2019 rents. A UA increase of $11 is also included. Other RTO of $2,137 for FY2019 is budgeted.
2020 HTC
Full Application

Part 5 Tab 36

Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

   - No  If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes  If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes  The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

   - Ownership Interest: 40.00%
   - Cash flow from operations: 5.000%
   - Developer Fee: 5.000%
   - Total: 50.00%  (Must equal at least 50% regardless of structure)

   - Yes  The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - Yes  A detailed narrative describing how that material participation will be achieved is included.
   - Yes  The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - Yes  A detailed narrative describing experience in each category is included.

   Mark all that apply
   - Property Management
   - Construction
   - X Development
   - Financing
   - Compliance
   - X No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.
   - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - No  A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - X A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 0
   Total Points Claimed: 2
2020 HTC Full Application

Part 5 Tab 36

NP or HUB evidence
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SDA 1305, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 06-SEP-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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.
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation
Statements
Material Participation of HUB

The principal for SDA 1305 LLC, Sarah Dale (Anderson), has over 20 years of experience in the affordable housing and development industry. She is currently an affordable housing consultant (15 years), was previously employed with the Texas Department of Housing and Community Affairs (8 years), and began her housing career as a development coordinator on a 50+ unit luxury condominium project. Please refer to the attached resume for more information. Her skills and experience include affordable housing policy development and planning, site selection, HTC/HOME/MFB application consulting and completion, post award document submission, interaction with local governments, construction draw management and disbursement, property management coordination during lease-up, and other housing-related tasks.

In addition, Sarah Dale (Anderson) is/was a principal in five HTC developments, 10142 Mason Senior Apartment Homes, 11246 Tylor Grand, 13180 Mission Village of Pecos, 14133 Mission Village of Jacksonville, and 14229 Barron's Branch II so she is familiar with the HTC process and the development of HTC properties.

As a former board member for the Travis County Housing Authority and Strategic Housing she also has experience in addressing long term leasing questions and PHA property stability.

SDA 1305 LLC will be involved in all phases of the development from application through ongoing operation. With significant experience in policy, planning, and project management, she has the necessary skills to monitor the property for compliance issues through operation and make sure necessary paperwork is filed with the appropriate governmental agencies.

Additionally, Ms. Dale will visit the property throughout construction, review draws, provide quarterly construction reports to TDHCA, and assist with the cost certification and permanent conversion of the development. She will also work with the co-developer with regard to lease up and continued compliance of the property with regard to TDHCA requirements.
EXPERIENCE

S. Anderson Consulting, LLC
November 2004 – Present
President

Affordable housing development and consulting:
- Development strategy including site selection, market analysis, unit mix and affordability determinations, and financing option analysis
- Development feasibility analysis including financial analysis and deal structuring
- Application packaging including scoring analysis and full coordination of application materials
- Neighborhood, community, and legislative relations
- Development and finance team coordination
- Development support/oversight including project management of development through construction completion and lease up

S2A Development Consulting
October 2006 – December 2013
Principal

Texas Department of Housing and Community Affairs
Director, Center for Housing Research, Planning, and Communications
(job titles from 1996-2000 included: technical writer, senior planner, manager)

- Development of planning documents required for both State and federal funding including the State of Texas Low Income Housing Plan, TDHCA Housing Sponsor Report, TDHCA Property Inventory, State of Texas Consolidated Plan, TDHCA Strategic Plan, and TDHCA Public Housing Plan.
- Oversight of the Department’s Information Clearinghouse and Communications functions including the Department’s web site, newsletter, publications, media relations, as well as consumer information, research, and mapping requests.
- Provided general direction, guidance, and assistance related to housing policies in program area(s). This includes helping to establish goals and objectives that support overall strategies, as well as plan/develop priorities and standards for achieving goals.
- Collected and Reported on the Department's performance measures.
- Under the guidance of the Executive Office, in conjunction with agency programs, plan, develop, implement, coordinate, and evaluate Department policies.
- Reviewed results of investigations, audits, research studies, forecasts, and modeling exercises to provide direction and guidance.
- Testified at hearings, and legislative meetings.
- Worked with Executive staff in the preparation, development, review, and revision of legislation and develop the agency position regarding legislative impact.
- Ensured that Department programs integrate new state laws and policy directives.
- Represented the agency at business meetings, hearings, legislative sessions, conferences, and seminars or on boards, panels, and committees. Including the following: Promoting Independence Advisory Board, Aging Policy Resource Group, Home of Your Own Coalition, TX PHA Project, the Texas
Community Reinvestment Workgroup, the Interagency Rural Workgroup, and the Secretary of State’s Colonia Advisory Group.

- Served on Department advisory groups including the Executive Award Review Advisory Committee, Central Database, IS Planning, and Uniform Application Committees.
- Facilitator for the Department’s Disability Advisory Committee and Public Input Workgroup.
- Oversight of Project Access Voucher Program (de-institutionalization of persons with disabilities).
- Development and implementation of TDHCA Capacity Building Program, including the Texas Statewide Homebuyer Education Program (TSHEP) and Regional Development Coordinator (RDC) Initiative.
- Oversight of the Department’s Speakers Bureau.
- Oversight of TDHCA consumer complaint processing system.
- Oversight of the CHDO certification process.
- Supervised PHA and general project Certification of Consistency with the Consolidated Plan.
- Assisted with the development of Department budget.
- Preparation of division budget.

Larry Peel Builder/Developer

**Development/Sales Coordinator**

- Responsible for on-site coordination of the sales and construction operations at the development of a 50+ unit luxury condominium project.
- Worked with marketing department to develop and implement sales strategies.
- Set finish out standards of quality and coordinated all finish out work.
- Determined schedules for work orders and move-ins.

**BUSINESS AFFILIATIONS**

- **Former** Board Member: Travis County Housing Authority
- **Former** Board Member: Strategic Housing Finance Agency
- Founding Member: Texas Housing Forum and Texas Housing Colloquium

**EDUCATION**

Mount Holyoke College, South Hadley, MA
- Bachelor of Arts, May 1991
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Organizational Chart -- Ownership Entity

Quinlan Estates, LP

Quinlan Estates GP, LLC
General Partner
0.01%

KEH Development - Texas, LLC
60%
Kenneth E. Hamilton
100%
Ability to Exercise Control

SDA 1305, LLC
(A Texas HUB)
40%
Sarah Dale
100%
Ability to Exercise Control

Syndicator TBD
Limited Partner
99.99%
Organizational Chart -- Developer Entity

KEH Development - Texas, LLC
Co-Developer
(95% of Developer and fee)

Kenneth E. Hamilton
100%
Ability to Exercise Control

SDA 1305, LLC
Co-Developer
(A Texas HUB)
(5% of Developer and fee)

Sarah Dale
100%
Ability to Exercise Control
Organizational Chart -- Guarantor Entity

KEH Development - Texas, LLC
100%

Kenneth E. Hamilton
100%
Ability to Exercise Control
List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>Quinlan Estates, LP</th>
<th>Organization Legal Name:</th>
<th>Quinlan Estates GP, LLC</th>
<th>Role/Title</th>
<th>Managing Member</th>
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<tr>
<td>Address: 3556 S. Culpepper, Ste 7</td>
<td>City: Springfield</td>
<td>State: MO</td>
<td>Zip: 65804</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: TBF</td>
<td>Legal Org is or will be: Limited Partnership</td>
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<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: <a href="mailto:jgarcia@hamiltoncorporation.com">jgarcia@hamiltoncorporation.com</a></td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
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<td>1. KEH Development- Texas, LLC</td>
<td>TDHCA Experience: Yes</td>
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<td>2. SDA 1305, LLC</td>
<td>TDHCA Experience: Yes</td>
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<td>TDHCA Experience:</td>
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</table>

| Org. 1.1 | Organization Legal Name: | KEH Development- Texas, LLC | Role/Title | Member, Co-Dev, Gu |
|----------------------|---------------------------|------------|----------------|
| Address: 3556 S. Culpepper, Ste 7 | City: Springfield | State: MO | Zip: 65804 |
| Name(s) of Entities the Organization Owns or Controls: | 60% of Quinlan Estates GP, LLC; 95% Co-Developer, 100% Guarantor |
| Organization legally formed? | Yes | Date formed: 2/7/2019 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? | Yes | Phone: 4178821701 | Email: jgarcia@hamiltoncorporation.com |
| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | Yes |
| List of Sub-Entities or Principals: | |
| 1. Kenneth E. Hamilton | TDHCA Experience: Yes |
| 2. | TDHCA Experience: |
| 3. | TDHCA Experience: |
| 4. | TDHCA Experience: |
| 5. | TDHCA Experience: |
| 6. | TDHCA Experience: |

| Org. 1.2 | Organization Legal Name: | SDA 1305, LLC | Role/Title | Member and Co-Dev |
|----------------------|---------------------------|------------|----------------|
| Address: 1305 E 6th St, Ste 12 | City: Austin | State: TX | Zip: 78702 |
| Name(s) of Entities the Organization Owns or Controls: | 40% of Quinlan Estates GP, LLC; 95% Co-Developer |
| Organization legally formed? | Yes | Date formed: 12/7/2011 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? | Yes | Phone: 512-554-4721 | Email: sarah@sarahandersonconsulting.com |
| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | Yes |
| List of Sub-Entities or Principals: | |
| 1. Sarah Dale | TDHCA Experience: Yes |
| 2. | TDHCA Experience: |
| 3. | TDHCA Experience: |
| 4. | TDHCA Experience: |
| 5. | TDHCA Experience: |
| 6. | TDHCA Experience: |
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: Quinlan Estates, LP  
Quinlan Estates GP, LLC

Email Address: keh@hamiltoncorporation.com

City & State of Home Addr: Springfield, Missouri

Applicant Legal Name: Quinlan Estates, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

[ ] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program. Add more rows to the form as needed.

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<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
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<th>Control End (mm/yy)</th>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

[ ] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
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<td>ESG</td>
<td>LIHEAP</td>
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<td>HOME:</td>
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<td>Self-Help</td>
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Person/Role: Kenneth E. Hamilton  
KEH Development - Texas, LLC

Email Address: keh@hamiltoncorporation.com

City & State of Home Addr: Springfield, Missouri

Applicant Legal Name: Trinity Estates, LP  
Quinlan Estates, 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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Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
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<td>Bogota Senior Apartments</td>
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<td>91068</td>
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<td>Detroit</td>
<td>USDA/TDHCA</td>
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<td>70049</td>
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<td>USDA/TDHCA</td>
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<td>19356</td>
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<td>Devine and Pearsall</td>
<td>USDA/TDHCA</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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<table>
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<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
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<th>CSBG</th>
<th>ESG</th>
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<tr>
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**Person/Role:** SDA 1305, LLC  
**Email Address:** sarah@sarahandersonconsulting.com  
**City & State of Home Addr:** Austin, TX  
**Applicant Legal Name:** Trinity Estates, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program. Add more rows to the form as needed.

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<tr>
<td>13180</td>
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<td>in 07/13</td>
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<tr>
<td>14133</td>
<td>Mission Village of Jacksonville</td>
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<td>HTC</td>
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<td>NA</td>
</tr>
<tr>
<td>14229</td>
<td>Barrons Branch II</td>
<td>Waco</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
<tr>
<td>17347</td>
<td>Alton Plaza</td>
<td>Longview</td>
<td>HTC</td>
<td>in 06/18</td>
<td>NA</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Community Affairs:</th>
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### Person/Role:

<table>
<thead>
<tr>
<th>Sarah Dale</th>
</tr>
</thead>
</table>

### Email Address:

| sarah@sarahandersonconsulting.com |

### City & State of Home Addr:

| Austin, TX |

### Applicant Legal Name:

| Trinity Estates, LP |

### TDHCA ID# | Property Name | Property City | Program | Control began (mm/yy) | Control End (mm/yy) |
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2020 HTC Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2020 HTC Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2020 HTC
Full Application

Part 5 Tab 42

Development Team Members
Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

**Developer:**

<table>
<thead>
<tr>
<th>KEH Development - Texas, LLC</th>
<th>Kenneth Hamilton</th>
<th>(417) 883-7887</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>TBD</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:keh@hamiltoncorporation.com">keh@hamiltoncorporation.com</a></td>
<td>TBD</td>
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<tr>
<td>Email</td>
<td>Proposed Fee</td>
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<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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**Housing General Contractor:**

<table>
<thead>
<tr>
<th>Murdoch Contracting, LLC</th>
<th>Douglas Hamilton</th>
<th>(417) 882-1701</th>
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<tbody>
<tr>
<td>Contact Name</td>
<td>TBD</td>
<td>Phone</td>
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<tr>
<td><a href="mailto:douglashamilton@hamiltoncorporation.com">douglashamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
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<tr>
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**Infrastructure General Contractor:**

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**Cost Estimator:**

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**Architect:**

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<thead>
<tr>
<th>Wallace Architects, LLC</th>
<th>Randy Porter</th>
<th>(573) 256-7200</th>
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<td>Contact Name</td>
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<tr>
<td><a href="mailto:randyp@wallacearchitects.com">randyp@wallacearchitects.com</a></td>
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2/25/2020
### Engineer:

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### Civil Engineer:

<table>
<thead>
<tr>
<th>Carlson Consulting Engineers</th>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td><a href="mailto:deancarlson@carlsonconsulting.net">deancarlson@carlsonconsulting.net</a></td>
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<td>(901) 348-0404</td>
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### Market Analyst:

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### Appraiser:

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<tr>
<th>Gill Group</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td><a href="mailto:sam@GillGroup.com">sam@GillGroup.com</a></td>
<td>TBD</td>
<td>(573) 624-6614</td>
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### Attorney:

<table>
<thead>
<tr>
<th>Shackelford, Bowen, McKinley &amp; Norton, LLP</th>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td><a href="mailto:jshackelford@shackelfordlaw.com">jshackelford@shackelfordlaw.com</a></td>
<td>TBD</td>
<td>(214) 780-1400</td>
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### Accountant:

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<tbody>
<tr>
<td><a href="mailto:brent.barringer@tidwellgroup.com">brent.barringer@tidwellgroup.com</a></td>
<td>TBD</td>
<td>(205) 271-5543</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<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>No</td>
<td></td>
</tr>
<tr>
<td>Property Manager:</td>
<td>Hamilton Properties</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ryanhamilton@hamiltoncorporation.com">ryanhamilton@hamiltoncorporation.com</a></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
</tr>
</tbody>
</table>

| Originator of Underwriter: | TBD | | |
| Contact Name | | | |
| Phone | | | |
| Email | | | |
| Proposed Fee | | | |
| Certified Texas HUB? | | | |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | | |

| Bond Issuer: | NA | | |
| Contact Name | | | |
| Phone | | | |
| Email | | | |
| Proposed Fee | | | |
| Certified Texas HUB? | | | |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | | |

| Syndicator: | TBD | | |
| Contact Name | | | |
| Phone | | | |
| Email | | | |
| Proposed Fee | | | |
| Certified Texas HUB? | | | |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | | |

| Supportive Services Provider: | TBD | | |
| Contact Name | | | |
| Phone | | | |
| Email | | | |
| Proposed Fee | | | |
| Certified Texas HUB? | | | |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | | |

| Supportive Services Provider: | NA | | |
| Contact Name | | | |
| Phone | | | |
| Email | | | |
| Proposed Fee | | | |
| Certified Texas HUB? | | | |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | | |

TBD: Tax ID Number (TIN)
NA: Not Applicable
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Jimmy Crace</th>
<th>(501) 224-5552</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Title and Escrow</td>
<td><a href="mailto:jimmy.crace@national-te.com">jimmy.crace@national-te.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td></td>
<td>Certified Texas HUB?</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
</tr>
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<thead>
<tr>
<th>Application Consultant:</th>
<th>Alyssa Carpenter</th>
<th>(512) 789-1295</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Anderson Consulting, LLC</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD 46-2015199</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td></td>
<td>Certified Texas HUB?</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ESA Provider:</th>
<th>NA</th>
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</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope and Cost Review (formerly PCA) Provider:</th>
<th>Ivan Graves</th>
<th>(405) 880-5867</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Consultants of Oklahoma</td>
<td><a href="mailto:isgraves54@att.net">isgraves54@att.net</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Preservation Consultant:</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Email</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other:</th>
<th>J. Ryan Hamilton</th>
<th>(417) 882-1701</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural Housing Developers - Texas, LLC</td>
<td><a href="mailto:ryanhamilton@hamiltoncorporation.com">ryanhamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
</tr>
</tbody>
</table>

2/25/2020
Development Team Member Relationships with Applicant

The Applicant, Developer, Contractor, Cost Estimator, Consultant, and Property Manager are related entities through a principal.
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 __21,344__ 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 __712__ square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov’t Code §§2306.6722 and 2306.6730.

By: ____________________________
   Signature

   2/25/2020
   Date

   M. Randall Porter
   Printed Name

   24739 - Texas
   License Number and State

   Wallace Architects, LLC
   Firm Name (If applicable)
# Accessible Mobility Units Calculation

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

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

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

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1-BR (667 SF)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td>2-BR (783 SF)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td>3-BR (915 SF)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</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>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1120 sqft &amp; 11)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: ___________________________ M. Randall Porter ___________________________

Signature                                                                 Printed Name

Date: 2/25/2020               Wallace Architects, LLC

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.

## Hearing/Visual

<table>
<thead>
<tr>
<th>Unit Description</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>1-BR (667 SF)</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
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<tr>
<td></td>
<td>32</td>
<td>2%</td>
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<td>32</td>
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<tr>
<td></td>
<td>32</td>
<td>2%</td>
<td>0.64</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>Unit Description</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>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>
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<td>1</td>
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<tr>
<td>D</td>
<td>4</td>
<td>2%</td>
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<td>1</td>
<td>1</td>
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<tr>
<td>E</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
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</table>

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

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

By: [Signature]  
M. Randall Porter  
Printed Name  
2/25/2020  
Wallace Architects, LLC  
Firm Name (If applicable)  

2/25/2020
Accessible Parking Calculation

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

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

Instructions for Submitting Accessible Parking Information

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

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

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

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

When parking spaces are in more than one parking lot:

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

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

## Accessible Parking for Residential Units

Enter the information indicated below.

### Total dwelling Units in the Development:
- 32

### Total surface parking spaces (including non-residential):
- 49

### Total carports (including non-residential):
- 0

### Total garages (including non-residential):
- 0

### Total parking spaces of all types:
- Calculated from above: 49

### Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):
- Calculated on prior page: 2

### Total of all types of parking spaces that serve dwelling units:
- Calculated from above: 47

### APSs for mobility accessible units (5% of unit count, if spaces are sufficient):
- Calculated from above: 2

### Parking spaces that serve dwelling units in excess of one per unit (if applicable):
- Calculated from above: 15

### APSs required in excess of one per mobility accessible unit:
- Calculated from above: 1

### Total APSs required (including dwelling units and facilities/amenities):
- Calculated from above: 5

---

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

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

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:
- 5

Minimum number of carports that must be APSs:
- 0

Number of garages that must be APSs:
- 0

### APSs that Must Be Van Spaces

#### Total Van APSs required, including all types of spaces:
- Calculated from above: 1

#### Minimum number of surface parking spaces that must be van APSSs:
- Calculated from above: 1

#### Minimum number of carports that must be van APSSs:
- Calculated from above: 0

#### Minimum number of garages that must be van APSSs:
- Calculated from above: 0

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

**Signature:**

M. Randall Porter

**Printed Name:**

Wallace Architects, LLC

**Firm Name (if applicable):**

Date:

2/25/2020
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

[http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform)

Once applicants have obtained a DUNS number, they must register with the SAM database:

[https://sam.gov/portal/public/SAM](https://sam.gov/portal/public/SAM)

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

2/24/2020
Experience Certificate
February 20, 2019

Mr. Kenneth E. Hamilton  
3556 South Culpepper, Suite 7  
Springfield, Missouri 65804

RE:  REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2019 QUALIFIED ALLOCATION PLAN

Dear Mr. Hamilton:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the 2019 Qualified Allocation Plan. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this
certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.

If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance

EBH
2020 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Quinlan Estates, LP</td>
<td>No</td>
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<td>2.</td>
<td>Quinlan Estates GP, LLC</td>
<td>No</td>
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<td>3.</td>
<td>KEH Development - Texas, LLC</td>
<td>Yes Submit Part II</td>
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<tr>
<td>4.</td>
<td>Kenneth E. Hamilton</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>5.</td>
<td>SDA 1305, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>6.</td>
<td>Sarah Dale</td>
<td>Yes Submit Part II</td>
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<td>30.</td>
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</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  
Date: 2-17-2020  
I/s: [Member]

2/14/2020
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:  
KEH Development - Texas, LLC

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quinlan Estates</td>
<td>3</td>
<td>Quinlan</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Trinity Estates</td>
<td>5</td>
<td>Trinity</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
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I acknowledge that Kenneth E. Hamilton is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate):  
KEH Development - Texas, LLC
Printed Name

Date: 2-17-2020
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: Kenneth E. Hamilton

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Kenneth E. Hamilton

Printed Name

Date: 2/7/2020

2/14/2020
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: SDA 1305, LLC

Which is: 
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: SDA 1305, LLC

Date: 2/17/20

2/14/2020
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: Sarah Dale

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: Sarah Dale  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name: Sarah Dale  
Date: 2/17/20

2/14/2020
2020 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#: 20233</th>
<th>Self Score Total: 131</th>
</tr>
</thead>
</table>

1. **Local Government Support - §11.9(d)(1)** - Only check the box if support documents are included in the Application.

   - [X] Resolution(s) of either "no objection" or "support" is included behind this tab. **
     - **Name of Local Government Body**
     - City of Quinlan
     - **Name of Local Government Body (if applicable)**
     - Hunt County

2. **Quantifiable Community Participation - §11.9(d)(4)**

3. **Input from State Representative - §11.9(d)(5)**

   - [X] Letter of either support, neutrality, or opposition is included behind this tab. **
   - **OR**
   - [ ] Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab. **

4. **Input from Community Organizations - §11.9(d)(6)**

   - [X] Applicant has included one or more letters of support or opposition behind this tab. **

   - **A. Hunt County Kids, Inc.**
     - **Name of Community Organization**
     - Vonda Jack
     - **Contact Name**

   - **B. Senior Center Resources and Public Transit**
     - **Name of Community Organization**
     - Danny Allembaugh
     - **Contact Name**

   - **C. Lake Area Shared Ministries Food Pantry**
     - **Name of Community Organization**
     - Roger Taylor
     - **Contact Name**

   - **D. NA**
     - **Name of Community Organization**
     - **Contact Name**

   - **E.**
     - **Name of Community Organization**
     - **Contact Name**

   - **F.**
     - **Name of Community Organization**
     - **Contact Name**
2/25/20

Mr. Bobby Wilkinson, Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Quinlin Estates
801 West Main Street, Quinlan, TX 75474

Dear Mr. Wilkinson,

I received the Public Notification for Quinlin Estates, located at the above address in Quinlin, Texas and in Texas State House District 2, which I represent.

I am pleased to lend my support to this Development which will serve the constituents in my District.

Sincerely,

Dan Flynn
State Representative
District 2
Texas House of Representatives
RESOLUTION NO. 2020-02-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUINLAN, TEXAS, SUPPORTING AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2020 LOW INCOME HOUSING TAX CREDIT PROGRAM FUNDS FOR THE REHABILITATION OF AFFORDABLE RENTAL HOUSING AT 801 W. MAIN STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rural Housing Development LLC has proposed the rehabilitation of affordable rental housing for person 55 and older at 801 W. Main St., named Quinlan Estates, in the City of Quinlan: and

WHEREAS, there is a need for affordable senior housing for the City of Quinlan's citizens of modest means: and

WHEREAS, Rural Housing Development LLC intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for Quinlan Estates, currently known as Heritage Place.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUINLAN:

SECTION 1. That City or Quinlan, acting through its governing body, hereby confirms that it supports the proposed rehabilitation of Quinlan Estates, currently known as Heritage Place, and its application to the TDHCA; and

SECTION 2. That the City of Quinlan further agrees to waive $250 in building permit fees related to, and in support of, this rehabilitation project.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED in a meeting of the City Council of the City of Quinlan, Texas, held on the 10th day of February, 2020.

[Signature]
Jacky Goleman, Mayor

ATTEST:

[Signature]
Laura Kennemer, City Secretary
Hunt County Resolution for Quinlan Estates Development

Whereas, Quinlan Estates, LP has proposed acquisition and rehabilitation of affordable rental housing at 801 W. Main St. named Quinlan Estates, which lies partially within Hunt County; and

Whereas, there is a need for affordable housing for Hunt County citizens of modest means; and

Whereas, Quinlan Estates, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for Quinlan Estates.

Be it resolved that this resolution affirms the Hunt County support for the above named development.

PASSED AND APPROVED this the 10 day of February 2020.

Bobby W. Stovall, County Judge

Randy Strait, Precinct 2

Phillip Martin, Precinct 3

Steven Harrison, Precinct 4

Attest: Jennifer Lindenzweig, County Clerk
Support from State Representative
2/25/20

Mr. Bobby Wilkinson, Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Quinlin Estates
801 West Main Street, Quinlan, TX 75474

Dear Mr. Wilkinson,

I received the Public Notification for Quinlin Estates, located at the above address in Quinlin, Texas and in Texas State House District 2, which I represent.

I am pleased to lend my support to this Development which will serve the constituents in my District.

Sincerely,

Dan Flynn
State Representative
District 2
Texas House of Representatives
2020 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
TDHCA

Sharon Gamble
221 East 11th Street
Austin, TX 78701
RE: Quinlan Estates (formerly known as Heritage Place)
801 West Main Street, Quinlan, Texas 75474

Dear Ms. Gamble:

I am writing this letter to voice my support for Quinlan Estates (HTC Application #20233) to be located at the above address in Quinlan, Hunt County, Texas.

Hunt County Kids is a tax-exempt civic organization that serves the community in which the development is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to senior citizens of modest means and this development will help meet that need.

Sincerely,

Vonda Jack
Hunt County Kids
Executive Director
972-824-7328
Huntcountykids.org
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 11, 2020

HUNT COUNTY KIDS, INC.
1827 CHAPEL RD
QUINLAN, TX 75474-5405

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 10-29-2007
Sales and use tax, as of 10-29-2007
   (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: 32034035421

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.
Hunt County Kids Inc.
WELCOME TO HUNT COUNTY KIDS INC.

Making our community a better place!

GET INVOLVED

About Us
Our Area:

Hunt County is an area comprised of several small towns that span an area of 882 square miles and has a population of over 90,000.
60% of the students in Hunt County are considered economically disadvantaged by the Texas Education Agency. Many of these children live in dire and unbelievable conditions. And the need here continues to grow.

What We Do:

We work very closely with local schools, churches, and local agencies to address the needs of the children that are not being met by other available services.
We work hand in hand with other organizations to assist families in need with utility bills, clothing, food, school supplies, Christmas, medications, baby food, diapers, car seats, coats, shoes, blankets and the list goes on...

Donate Now

We are dedicated to improving the lives of those in our community. Your contribution today helps us make a difference.
Hunt County Kids Inc.
WELCOME TO HUNT COUNTY KIDS INC.

Our Programs

Back to School Mission

*Back to School Mission* provides back packs and all the school supplies on the list for the grade the child is in. These supplies are taken to the school and are in the students room the day school starts.

In 2019, we supplied backpacks and school supplies to 476 students, including 21 students in foster care.

Reading Roundup

*Reading Roundup* is a program to provide elementary students with a book to keep. The student chooses a book, a volunteer will read to them and the student gets to take the book home.

Students enjoyed viewing a Quinlan ISD police cruiser while visiting with an officer and receiving a Junior Office Police badge.

Cookies and juice were served as a snack.

https://huntcountykids.org/our-programs
Lighting a Path to a New Quest

So navigating the world of foster care can be a tough road. In order to help both the child and the foster parent in that first night, we’re partnering with community members to provide them with a first night bag upon removal by CPS.  

Bag Contents:

- pajamas
- one set of clothes (underwear/socks/shirt/pants)
- toothbrush/paste
- comb/brush
- comfort item such as a stuffed animal/blanket/toy.

Clothe the Kids is a program designed to help QISD families in need with school clothing for their children. Students are nominated by their teachers, approved by the counselors and then the applications are sent to us. We contact the family and make arrangements to take the family shopping.

Emergency Response Program is partially funded by United Way of Hunt County and it covers most any expense that falls through the cracks of our other programs.

What we do for these children is fundamental. If they have the school supplies and clothing they need, they will do better in school and are more apt to finish high school.

Our Mission
To help meet the needs of underprivileged children.

Our Goals
1. To focus and coordinate our time, energies and talents in the best way possible toward raising social consciousness and awareness of the needs of children in the area.
2. To promote mutual understanding and tolerance within local communities by increasing awareness of multiple cultures and
various co-existing backgrounds.
3. To sponsor or co-sponsor events or work in collaboration with other organizations that share our vision of community responsibility.
4. To volunteer our time and resources to accomplishing and maintaining our goals.
5. To raise funds to provide our organization with the means necessary to accomplish the aforementioned goals.

We are collecting items for First Night Bags. We need baby items:
- diapers
- clothing/sleepers
- toiletries
- pacifiers
- baby blankets

Items can be dropped off at the Food Pantry in Quinlan,
Kari Hargrave-State Farm Insurance
Royse City
Serenity Creations - Royse City
The Design Gallery - Hair by Mindy Sue in Greenville
February 13, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Quinlan Estates (formerly known as Heritage Place)
801 West Main Street, Quinlan, Texas 75474

Dear Ms. Gamble:

I am writing this letter to voice my support for Quinlan Estates (HTC Application #20233) to be located at the above address in Quinlan, Hunt County, Texas.

Senior Center Resources and Public Transit is a tax-exempt civic organization that serves the community in which the development is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to senior citizens of modest means and this development will help meet that need.

Sincerely,

Danny Allembaugh
Director
903-454-1444 Ex 18
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 13, 2020

SENIOR CENTER RESOURCES AND PUBLIC TRANSIT, INC.
4912 LEE ST
GREENVILLE, TX 75401-3656

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

  Franchise tax, as of 12-13-1976
  Sales and use tax, as of 07-22-1983
  (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: 30002961628

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.
Welcome to our virtual Senior and Transit Center!

Nutrition and supportive aging services are provided in coordination with Area Agency on Aging under Title III of the Older Americans Act. These services are aimed at enhancing overall quality of life while assisting seniors to remain independent and reduce institutionalization.

Services are available at 5 senior centers and through a variety of home-based programs.

The Connection reservation-based public transit service is available to all Hunt County residents.

Once you've visited our “online Senior Center” we hope you'll pay a visit to one of our Hunt County, Texas locations and take advantage of all the services we have to offer. We look forward to seeing you.

- Senior Services
- Transportation
- Senior Center Locations
- Frequently Asked Questions
- Contacts
- Related Links
- Service Brochure

Coming Soon - Same Day Service

https://www.scrpt.org
Senior Services
SCRPT offers nutrition and supportive aging services under Title III of the Older Americans Act.

The nutrition and social services we provide are aimed at enhancing overall quality of life while assisting seniors to remain independent and reduce institutionalization. Citizens age 60 and older are eligible for services, with priority given to low-income and minority residents of Hunt County.

Senior Services include:
- Congregate meals served at Senior Centers
- Home delivered meals
- Transportation

Our Mission: To impact effectively the communities within our service area by the provision of efficient services to accommodate developmental and economic growth with a respect for the environment, good health, and independence.

Congregate Meals
- Everyone in the community is invited!
- 60 years of age and older - donation requested
- 59 years of age and under - pay actual meal cost
- Reservations encouraged to help prevent waste (903-454-1444)
- Served at 5 Senior Centers across Hunt County
- Meals provide 1/3 of RDA nutrition requirement
- Meals are served a minimum of 250 days a year
- Senior Center locations

Our History
Home Delivered Meals

- Eligibility:
  - 60 years of age or older
  - Homebound
  - Minimal or no family support
  - Meet guidelines set by Area Agency on Aging
- Meals are delivered to eligible homebound seniors
- Meals provide 1/3 of RDA nutrition requirement
- Meals are delivered a minimum of 250 days a year

Transportation

- Supplied by The Connection
- Provides curb to curb transport to:
  - Nutrition site
  - Medical appointments
  - Essential shopping
    - Groceries
    - Prescriptions
  - Senior Centers

Funding for these senior services is provided through the North Central Texas Council of Governments, local governments, and donations.
February 18, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Quinlan Estates (formerly known as Heritage Place)
801 West Main Street, Quinlan, Texas 75474

Dear Ms. Gamble:

I am writing this letter to voice my support for Quinlan Estates (HTC Application #20233) to be located at the above address in Quinlan, Hunt County, Texas.

Lake Area Shared Ministries is a tax-exempt civic organization that serves the community in which the development is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to senior citizens of modest means and this development will help meet that need.

Sincerely,

Roger Taylor
Executive Director

Deuteronomy 15:11 “For the poor shall never cease out of the community; therefore I command you saying you shall open your hand wide unto your brothers and sisters, the poor and needy in the community.”
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 18, 2020

LAKE AREA SHARED MINISTRIES
PO BOX 492
QUINLAN, TX 75474-0009

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 03-22-2002
- Sales and use tax, as of 03-22-2002
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 10304154023

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.
Services

We are open to try to serve all and help those that we can.

Hours of Operation:
10:00 A.M. to 1:00 P.M.
Monday, Tuesday, Wednesday and Friday.

Bi-lingual assistance (Spanish/English) is available on Tuesday's.

We offer supplemental food to assist your family to put the next meal on the table.

For I was hungry and you gave me something to eat, I was thirsty and you gave me something to drink, I was a stranger and you invited me in, I needed clothes and you clothed me, I was sick and you looked after me. I was in prison and you came to visit me. (Matthew 25:35-36 NIV)
December 2018 Update

Have a heart that never hardens...
Have a temper that never tires ....
Have a touch that never hurts... ...
Charles Dickens

Let Patience have its perfect work ....James 1:4M

During the month of Dec. LASM Food Pantry served 365 family units for a total of 850 individuals. This brings the total for the year to 4732 family units including 10,806 individuals.

This was a huge undertaking and accomplishment. I want to Thank GOD, All the Volunteers and Donors, Food Drives, and Fund Raisers for this success.

Proverbs 29: 18 "Where there is no vision people perish." LASM Food Pantry continues to strive to improve our service to our immediate community. We want to Thank All who made suggestions to improve this service.

**LASM Food Pantry at this time is limiting its service to the four (4) southern Zip Codes in Hunt Co.** (75189), (75474), (75453), (75169). There are seven (7) other food pantries in central and northern Hunt Co. to serve the remaining Zip Codes.

LASM Food Pantry also has started distributing the food products per family member rather than family unit. This seems to be a much fairer way to distribute the product

LASM Food Pantry gave away 449 Christmas boxes to families thru the joint venture of Hunt County Shared Ministries and Brookshires.

Proverbs 19: 17 "Whoever is generous to the poor lends to The LORD and The LORD will repay his deed"

Eph. 2:10 "For we are His workmanship, created in Christ Jesus for good works, which GOD prepared beforehand, that we should walk in them."

LASM administered funds to clients amounting to $29,3480.17 in electricity and $6,290.85 in prescriptions.

As always, I consider it an honor and privilege to serve this community and God; to Whom I give all the Glory for what He has done, is doing, and will do in my life. I ask for your prayers and help for this ministry of God to abound.

Thank You All Very Much For The Remarkable Year.

Your Brother In Christ Jesus, Roger Taylor

Deuteronomy 15: 11 "For the poor shall never cease out of the community; therefore, I command you saying you shall open your hand wide unto your brothers and sisters, the poor and needy in the community."
**Required Third Party Reports**

ALL third-party reports must include the following statement:

"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   
   Prepared by: NA  
   
   Date of Report: NA

   □ Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

   □ If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

   □ Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Direct Loan applications only)**
   
   All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

   □ Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.

   □ Applicant has submitted an environmental packet to TDHCA and clearance is pending.

   □ Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

   [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)

   □ A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

   Name of Firm: NA
   
   Contact Person: 
   
   Contact Telephone: 
   
   Email: 

3. **Primary Market Area Map**
   
   NA  
   
   Primary Market Area (PMA) map with definition of PMA is included behind this tab.

   Prepared by: NA  
   
   Date of Report: NA See Appraisal

   Development Site Location:
   
   Longitude: -96.148609  
   
   Latitude: 32.909746

4. **Scope and Cost Review (SCR) (formerly PCA)**
   
   Prepared by: Housing Consultants of Oklahoma  
   
   Date of Report: 2/24/20

5. **Appraisal**
   
   Prepared by: Gill Group  
   
   Date of Report: 2/24/20

6. **Feasibility Report**
   
   Prepared by: NA for rehab per board action  
   
   Date of Report: NA
2020 HTC
Full Application

Part 7 Tab 47

ESA Statement

NA
Market Study Map and Definition

NA
2020 HTC
Full Application

Part 8 Tab 48

Tie-Breaker Information
**Tie-Breaker Information**

**Tie-Breaker #1 (10 TAC §11.7(1))**

Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 19.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable Poverty Rate = NA</td>
<td></td>
<td></td>
</tr>
<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>Applicable Poverty Rate = NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Rent Burden Rank = 2665 (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: -96.148609

Development Latitude: 32.909746

Target Population: Elderly

Closest Development serving same Population: Evergreen at Rockwall

Application Number: is 060111

Address: 1325 S. Goliad, Rockwall

Year of Award: 2006

2/24/2020
2020 HTC
Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application.pdf
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.

- Tab 9, Site Information Form Part II: The Contiguous Census Tract listed is the same as the development Census Tract. Please submit a corrected form and corrected documentation
- Tab 20, Existing Development Information, Part 2: Revise to complete the section on the form.
- Tab 3, Applicant Eligibility Certification: Provide a signed certification for Sarah Dale.
- Tab 46: Please submit the form for Tab 46 Community Input.

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 Thursday, March 26, 2020. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Nicole Fisher
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats.
1. Tab 9, Site Information Part II- contiguous census tract has been added, and the form is attached. Documentation provided in the application is correct.

2. Tab 20, Existing Development Information, Part 2 has been completed and is attached.

3. Tab 3, Applicant Eligibility Certification for Sarah Dale is attached.

4. Tab 46, Community Input form is attached. Please note that this same form was submitted in the excel version of the Application.

Please note that section 2 concerning Quantifiable Community Participation has been left blank, which is consistent with how we filled out this part of the Application for the 2019 Application Cycle. Because the QCP documentation is not submitted by the Applicant and/or the Applicant may have been unaware of a qualifying neighborhood organization, the Applicant does not have control over this scoring item and is unable to make a definitive statement about the final score. This item is not factored into the Applicant’s Self Score. The 2020 Multifamily Programs Application Procedures Manual does not provide any guidance on how to fill out this section of the form nor is there any indication that this section of the QAP/form will be handled differently in 2020 than in 2019.

Per Section 11.9(d)(4)(C) of the QAP, QCP point values are assigned based on documentation that is or is not submitted by a Neighborhood Organization. It is explicit that an Applicant may not submit a QCP packet to TDHCA. Per the “2020 Quantifiable Community Participation (QCP) (PDF)” file posted on TDHCA’s website on March 13, no QCP packet was received with regard to this Application. Sections 11.9(d)(4)(C)(iv) and (v) assign a value of 4 points to Applications where an existing neighborhood organization did not provide a letter or a there is no neighborhood organization in existence. Because there was no QCP packet submitted for this Application, this Application is eligible to receive 4 points. Please let us know if TDHCA Staff would like Tab 46 to be revised to reflect a score of 4 points, which may now be awarded based on the March 13 “2020 Quantifiable Community Participation (QCP) (PDF)” file.
### Site Information Form Part II

**Self Score Total:** 131

**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 highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>48231961501</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contiguous Tract Quartile</td>
<td>1st</td>
</tr>
</tbody>
</table>

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

- full service grocery store (1 point)(4 miles)
- pharmacy (1 point)(4 miles)
- health-related facility (1 point)(4 miles)
- licensed center serving children (1 point)(4 miles)
- public park w/playground (1 point)(4 miles)
- indoor recreation facility available to public (1 point)
- community, civic or service organization (1 point)(3 miles)
- delivered meals service (1 point)
- A or B-rated public school (1 point)

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

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

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

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

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

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

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

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

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

- **No** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Census Tract #</th>
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- **No** Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

- **No** 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)

<table>
<thead>
<tr>
<th>Application is seeking points for Underserved Area.</th>
<th>Total Points Claimed:</th>
<th>4</th>
</tr>
</thead>
</table>

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

A. **Proximity to the Urban Core**

- **No** Application is not in the At-Risk Set-Aside;  
  AND

- **No** 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

- **No** 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)*

- **No** Application is not in the At-Risk or USDA Set-Aside;  
  AND

- **No** The Development is located within 1 mile of 16,500 jobs. (6 points)

- **No** The Development is located within 1 mile of 13,500 jobs. (5 points)

- **No** The Development is located within 1 mile of 10,500 jobs. (4 points)

- **No** The Development is located within 1 mile of 7,500 jobs. (3 points)

- **No** The Development is located within 1 mile of 4,500 jobs. (2 points)

- **No** The Development is located within 1 mile of 2,000 jobs. (1 point)

<table>
<thead>
<tr>
<th>Application is seeking points for Proximity to Job Areas</th>
<th>Total Points Claimed:</th>
<th>0</th>
</tr>
</thead>
</table>

3/19/2020
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

   Region: 3 Rural

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

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

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
### EXISTING DEVELOPMENT INFORMATION

#### 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.
- [x] 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.
  
  **OR**

- [ ] 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**

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3/23/2020
At-Risk Set-Aside (continued)

- The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

**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 an existing RD 515 loan and rental assistance that will be transferred to the new owner and continued to be used in the same manner post rehab.**

<table>
<thead>
<tr>
<th>Property has an existing TDHCA LURA</th>
<th>TDHCA LURA Amendment request has been submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>The source of funds is:</th>
<th>USDA Rural Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>The annual amount of funds is:</td>
<td>$ 55,488.00</td>
</tr>
<tr>
<td>The number of units receiving assistance:</td>
<td>22</td>
</tr>
<tr>
<td>The term of the contract or agreement is (date):</td>
<td>6/1/1993</td>
</tr>
<tr>
<td>The expiration of the contract or agreement is (date):</td>
<td>5/25/2043</td>
</tr>
</tbody>
</table>

**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): **in 1993**

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? **5**

3/23/2020
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) under Owner’s Control</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>801 W Main St, Quinlan TX</td>
<td>Purchase Contract</td>
<td>10/31/2024</td>
<td>32</td>
<td>$871,638</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 [x] Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:
   [ ] Determined with reference to Seller’s Basis [x] 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>801 W Main St, Quinlan TX</td>
<td>in 1993</td>
<td>in 2021</td>
<td>28</td>
</tr>
</tbody>
</table>

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

Development constructed before January 1, 1978 [ ]

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.
Applicant Eligibility Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the
2020 Applicant Eligibility Certification

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

______________________________
Printed Name

______________________________
Title

______________________________
Date

THE STATE OF ____________________
COUNTY OF ________________________

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___________________ day of ____________________, 2020.

______________________________
(Seal)

______________________________
Notary Public Signature

Page 6 of 6

January 2, 2020
# Community Input Scoring Items

| TDHCA#: 20233 | Self Score Total: 131 |

## 1. Local Government Support - §11.9(d)(1)
- Only check the box if support documents are included in the Application.

- **X** Resolution(s) of either "no objection" or "support" is included behind this tab.**
  - **Points Requested:** 17
  - **Name of Local Government Body:**
    - City of Quinlan
  - **Name of Local Government Body (if applicable):**
    - Hunt County

## 2. Quantifiable Community Participation - §11.9(d)(4)

- Application expects to receive QCP points.
- **Points Requested:**
- **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)

- **X** Letter of either support, neutrality, or opposition is included behind this tab.**
  - **Points Requested:** 8
- OR
  - No letter from a State Representative is included behind this tab.
  - **Points Requested:** 0
- **Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

## 4. Input from Community Organizations - §11.9(d)(6)

- Applicant has included one or more letters of support or opposition behind this tab.
  - **Points Requested:** 4

### A. Hunt County Kids, Inc.
- **Name of Community Organization:**
  - Vonda Jack
- **Contact Name:**
  - **Support**
  - **Opposition**

### B. Senior Center Resources and Public Transit
- **Name of Community Organization:**
  - Danny Allembaugh
- **Contact Name:**
  - **Support**
  - **Opposition**

### C. Lake Area Shared Ministries Food Pantry
- **Name of Community Organization:**
  - Roger Taylor
- **Contact Name:**
  - **Support**
  - **Opposition**

### D. NA
- **Name of Community Organization:**
  - **Support**
  - **Opposition**

### E.
- **Name of Community Organization:**
  - **Support**
  - **Opposition**

### F.
- **Name of Community Organization:**
  - **Support**
  - **Opposition**
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
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