2020 Multifamily Uniform Application

REVISED February 20, 2020
Development Name: HWY 79 Senior Living

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.11() 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.

HWY 79 Senior Living, Ltd.

By: 

Signature of Authorized Representative 
Elaine D. Glockzin

Printed Name 
President

Title
2-24-2020

Sworn to and subscribed before me on the day of February 24, 2020

Elaine D. Glockzin

(Personalized Seal)

DOROTHY L. LASTOR
NOTARY PUBLIC-SHARE STATE OF TEXAS
ID# 7667396
COMB. EXP. 06-28-2023

Notary Public Signature

Notary Public, State of Texas

County of Brazos

My Commission Expires: 8-28-2023

Date

2/25/2020
2020 Multifamily Uniform Application Certification

Development Name: HWY 79 Senior Living

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.

HWY 79 Senior Living, Ltd.

Applicant Entity Name

By:

Signature of Authorized Representative

Elaina D. Glockzin

Printed Name

President

Title

Date

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

by Elaina D. Glockzin

(Personalized Seal)

Notary Public Signature

Notary Public, State of

Texas

County of

Brazos

My Commission Expires:

Date
Lottery Application

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

Non-Lottery Application

Priority 1 or 2 Application with advance notice of a Certificate of Reservation:
Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.

Priority 3 Application

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

Applicant is unable to obtain a Certificate of Reservation, as of November 15, 2020, from the current program year.
Submit a complete Application without a bond reservation, provided that, a copy of the inducement resolution is included in the Application, and a Certificate of Reservation is issued as soon as possible by BRB staff in January 2021. The determination as to whether a 2020 Application can be submitted and supplemented with 2021 forms and certifications, will be at the discretion of staff. Applicants are encouraged to communicate with staff any issues and timing considerations unique to a Development as early in the process as possible.

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

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

<table>
<thead>
<tr>
<th>Complete Application Due Date:</th>
<th>Targeted Board Meeting Date:</th>
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<tbody>
<tr>
<td>December 13, 2019*</td>
<td>March 19, 2020</td>
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<tr>
<td>January 6, 2020</td>
<td>April 23, 2020</td>
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<td>February 5, 2020</td>
<td>May 21, 2020</td>
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<td>November 5, 2020</td>
<td>February, 2021**</td>
</tr>
<tr>
<td>December 7, 2020</td>
<td>March, 2021**</td>
</tr>
</tbody>
</table>

*Lottery Application Submission Date Only.

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

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

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

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

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

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

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

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

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

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

Submit documentation regarding any disclosures behind this Tab.
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

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

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

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

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

All Applications proposing Rehabilitation (including Reconstruction unless otherwise provided for in 10 TAC Chapter 1) 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;

X _____ 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;

X  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

Elaina D. Glockzin

Printed Name

President

Title

2-24-2020

Date

THE STATE OF Texas

§

COUNTY OF Brazos

§

Before me, a notary public, on this day personally appeared Elaina D. Glockzin, 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 26th day of February, 2020

(Seal)

DOROTHY L. LASTOR
NOTARY PUBLIC - STATE OF TEXAS
105 765 7396
EXP. 08-28-2023

Notary Public Signature
REVISED 2020 Development Owner's Certification

By: Claire E. Brown

Signature

Claire E. Brown

Printed Name

President

Title

2-24-2020

Date

THE STATE OF Texas

§

COUNTY OF Brazos

§

Before me, a notary public, on this day personally appeared Claire E. Brown, 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 26th day of February, 2020

(Seal)

DOROTHY L. LASTOR
NOTARY PUBLIC - STATE OF TEXAS
109 7657396 COMM. Exp. 08-26-2023

Notary Public Signature
By:

Signature

Bryan P. Brown

Printed Name

Secretary

Title

2-26-2020

Date

THE STATE OF Texas

§

COUNTY OF Brazos

§

Before me, a notary public, on this day personally appeared Bryan P. Brown, 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 24th day of February, 2020

(Seal)

DOROTHY L. LASTOR
NOTARY PUBLIC - STATE OF TEXAS
ID # 7687396
COMM. EXP. 06-28-2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative

Elaina D. Glockzin

Printed Name

President

Title

2-26-2020

Date

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

Before me, a notary public, on this day personally appeared Elaina D. Glockzin, 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 26th day of February, 2020

(Seal)

DOROTHY L. LASTOR
NOTARY PUBLIC - STATE OF TEXAS
ID 7657396
COMM. EXP. 08-28-2023

Notary Public Signature
By: ________________________________

Signature of Authorized Representative

Claire E. Brown

Printed Name

President

Title

2-21-2020

Date

THE STATE OF TEXAS

§

COUNTY OF BRAZOS

§

Before me, a notary public, on this day personally appeared Claire E. Brown, 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 26th day of February, 2020

(Seal)

DOROTHY L. LASTOR
NOTARY PUBLIC - STATE OF TEXAS
ID # 7657396
COMM. EXP. 08-28-2023

Notary Public Signature
By: ____________________________  
Signature of Authorized Representative

Bryan P. Brown  
Printed Name

Secretary  
Title

2-24-2020  
Date

THE STATE OF TEXAS  

COUNTY OF BRAZOS  

Before me, a notary public, on this day personally appeared Bryan P. Brown, 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 24th day of February, 2020

(Seal)

DOROTHY L. LASTOR  
NOTARY PUBLIC - STATE OF TEXAS  
ID# 7667396  
COMM. EXP. 08-28-2023

Notary Public Signature

Page 6 of 6  
January 2, 2020
By: ________________________________
    Signature of Authorized Representative

Emanuel H. Glockzin, Jr.

_______________________________
Printed Name

_______________________________
Guarantor

_______________________________
Title

_______________________________
Date

THE STATE OF ___________ $ $

COUNTY OF ___________ $ $

Before me, a notary public, on this day personally appeared
Emanuel H. Glockzin, Jr. ___________, 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)

DOROTHY L. LASTOR
NOTARY PUBLIC - STATE OF TEXAS
108 7657396
COMM. EXP. 08-20-2023

_______________________________
Notary Public Signature
**N/A** Multifamily Direct Loan Certification is included behind this tab.

Multifamily Direct Loan Certification is not applicable to this Application.

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

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

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

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Emanuel H. Glockzin</td>
<td><strong>Phone:</strong> (979) 846-8878</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:emanuel@edgproperties.net">emanuel@edgproperties.net</a></td>
<td><strong>Office</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 4500 Carter Creek Parkway, Suite 101</td>
<td><strong>Extension</strong></td>
</tr>
<tr>
<td><strong>Street:</strong></td>
<td><strong>City:</strong> Bryan</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td><strong>Zip:</strong> 77802</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Betsy Brown</td>
<td><strong>Phone:</strong> (979) 846-8878</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:bbrown@edgproperties.net">bbrown@edgproperties.net</a></td>
<td><strong>Office</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong></td>
<td><strong>Extension</strong></td>
</tr>
<tr>
<td><strong>Street:</strong></td>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>State:</strong></td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td><strong>Zip:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> N/A</td>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Office</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong></td>
<td><strong>Extension</strong></td>
</tr>
<tr>
<td><strong>Street:</strong></td>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>State:</strong></td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td><strong>Zip:</strong></td>
</tr>
</tbody>
</table>
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>
<tr>
<td><strong>High Quality Housing Total</strong></td>
<td></td>
<td>17</td>
</tr>
</tbody>
</table>

### 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>3</td>
</tr>
<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
<tr>
<td><strong>Serve and Support Texans Most in Need Total</strong></td>
<td></td>
<td>51</td>
</tr>
</tbody>
</table>

### Criteria Promoting Community Support and Engagement

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

### 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>
<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
<td></td>
<td>53</td>
</tr>
</tbody>
</table>

| Point Deductions                                    | §11.9(f)                        |                 |
|**Total Application Self Score**                     |                                | 132             |
This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>10 TAC Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subsidy Per Unit</strong></td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Rent Levels of Residents</strong></td>
<td>§13.6(5)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Resident Services</strong></td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td><strong>Opportunity Index</strong></td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td><strong>Underserved Area</strong></td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td>§13.6(6)</td>
<td>22</td>
</tr>
<tr>
<td><strong>Tiebreaker</strong></td>
<td>§13.6(6)</td>
<td>0%</td>
</tr>
</tbody>
</table>
### Development Address (All Programs)

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>City</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>75652</td>
<td>Rusk</td>
<td>Rural via §11.204(5)(B) Rural Designation</td>
</tr>
</tbody>
</table>

### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>No Quartile:</th>
<th>Median Household Income:</th>
<th>47056</th>
<th>Quartile:</th>
<th>2q</th>
<th>Poverty Rate:</th>
<th>16.9</th>
</tr>
</thead>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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)]**

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

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

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

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Zone Designation:</td>
<td>X</td>
</tr>
<tr>
<td>Zoning Designation:</td>
<td>R1</td>
</tr>
<tr>
<td>Entire Development Site is outside the 100 year floodplain.</td>
<td>Yes</td>
</tr>
</tbody>
</table>
8. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]**

Confirm the following supporting documents are provided behind this tab.

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


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wylie Primary</td>
<td>PK through K</td>
<td>MS通过 B</td>
</tr>
<tr>
<td>Wylie Elementary</td>
<td>1 through 3</td>
<td>MS通过 B</td>
</tr>
<tr>
<td>Northside Intermediate</td>
<td>4 through 5</td>
<td>MS通过 B</td>
</tr>
<tr>
<td>Henderson Middle School</td>
<td>6 through 8</td>
<td>MS通过 C</td>
</tr>
<tr>
<td>Henderson High School</td>
<td>9 through 12</td>
<td>MS通过 B</td>
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Account for each year for each school.

- 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

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.
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 QAP is included

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

Zoning and Floodplain

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

Farmland Designation

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

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

- Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site 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” buttons. Two at the end are labeled "AOI" for area of interest. Click the rectangle or triangle button I 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", print landscape (11” x 8.5”). Make sure the box labeled "show UTM Coordinate Ticks" is checked. Select "n"
- 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 great housing opportunities and avoid undue concentration of assisted persons in areas containing a high low income persons.

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

Educational Quality (all Applications)

☐ School Attendance Zone Map with Development labeled;

☐ 2019 TEA accountability information for each school;

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

NOTE that consideration for Developments within zones considered ineligible by 10 TAC §11 would only be achieved through the waiver process as outlined in 10 TAC §11.207, and that submitted prior to submission of the pre-application (if one is submitted) or the full applicat Neighborhood Risk Factors Report is not acceptable for ineligibility.

Waiver of Rules

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

☐ The waiver request must establish how, by granting the waiver, it better serves the policies and pur applied to the role of the Department and its programs, including the Housing Tax Credit program) th the waiver.
Tab 8 – Supporting Documentation for the Site Information Form

- Street Map
Henderson Sites

HWY 79 Senior Living Development Site
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 8 – Supporting Documentation for the Site Information Form

- Census Tract Map
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 8 – Supporting Documentation for the Site Information Form

- Evidence of Zoning
Date: February 20, 2020

RE: Hwy 79 Living Ltd. - Zoning Verification

Dear Mr. Bienski,

The proposed location of this multi-family development is located off US Hwy 79 So., and South Evenside St., is currently zoned R1 (low Density Single Family Residential), as approved by the City Council of the City of Henderson in June 2017 by zoning ordinance 18-08-33.

The proposed senior living apartments would not be a permitted use in the R1 zone, however this property can be re-zoned to M3 (High Density Multi-Family Residential). The Henderson Land Development Code allows apartments and townhome uses in the M3 zoning district.

Every effort has been made to verify the accuracy of the zoning information provided. Any error in the preparation of this notice shall not authorize or justify violation of the City’s Zoning Ordinances. The public bears the ultimate responsibility for complying with all codes and ordinances of the City of Henderson. All official actions of the City Council regarding this matter are located at the City Secretary’s office.

For issues related to zoning compliance, building code requirements, setback provisions, parking requirements and signage regulations, please contact Cliff McElfresh.

Respectfully,

Billy Hughes
Community Development Manager
Tab 8 – Supporting Documentation for the Site Information Form

- Flood Zone Designation
Tab 8 – Supporting Documentation for the Site Information Form

- Education Quality
  - School Attendance Zone Map
Map of District

Henderson High School

Hwy 64 (To Tyler)

Van Buren St.

Hwy 259/Hwy 79 (To Kilgore)

Hwy 43 (To Marshall)

Hwy 79 N (To Carthage)

Northside Intermediate

North Marshall St.

Evenside St.

West Main St.

Down Town

North High St.

Administration Building

East Main St.

Standish St.

Middle School

Richardson Dr.

Lion Stadium

Ruby St.

Hwy. 259 S

Hwy. 79 S (To Jacksonville)

College St.

Wylie Elementary

Wylie Primary

(To Nacogdoches)

HWY 79 Senior Living Development Site
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 8 – Supporting Documentation for the Site Information Form

- Education Quality
  - 2018 & 2019 TEA Accountability Information for each school
Texas Education Agency
2018 Accountability Ratings Overall Summary
MONNIE MEYER WYLIE PRI (201902107) - HENDERSON ISD

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Notes:
- This campus is paired with WILLIAM E WYLIE EL (201902109)

Distinction Designations

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Texas Education Agency
2019 Accountability Ratings Overall Summary
MONNIE MEYER WYLIE PRI (201902107) - HENDERSON ISD

This campus is paired with WILLIAM E WYLIE EL (201902109)

Accountability Rating Summary

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Texas Education Agency
2018 Accountability Ratings Overall Summary
WILLIAM E WYLIE EL (201902109) - HENDERSON ISD

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Distinction Designations

ELA/Reading: Earned
Mathematics: Earned
Science: Not Eligible
Social Studies: Not Eligible
Comparative Academic Growth: Not Eligible
Postsecondary Readiness: Earned
Comparative Closing the Gaps: Earned
# 2019 Accountability Ratings Overall Summary

**WILLIAM E WYLIE EL (201902109) - HENDERSON ISD**

## Accountability Rating Summary

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## Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

## Distinction Designations

- **ELA/Reading**: Not Earned
- **Mathematics**: Earned
- **Science**: Not Eligible
- **Social Studies**: Not Eligible
- **Comparative Academic Growth**: Not Eligible
- **Postsecondary Readiness**: Earned
- **Comparative Closing the Gaps**: Earned
Texas Education Agency
2018 Accountability Ratings Overall Summary
HENDERSON H S (201902001) - HENDERSON ISD

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**Distinction Designations**

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

Accountability Rating Summary

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Identification of Schools for Improvement

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

Distinction Designations

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## Texas Education Agency
### 2018 Accountability Ratings Overall Summary
#### NORTHSIDE EL (201902108) - HENDERSON ISD

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### Distinction Designations
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- Mathematics: Not Earned
- Science: Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
NORTHSIDE EL (201902108) - HENDERSON ISD

Accountability Rating Summary

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Identification of Schools for Improvement

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

Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2018 Accountability Ratings Overall Summary
HENDERSON MIDDLE (201902041) - HENDERSON ISD

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**Distinction Designations**

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
HENDERSON MIDDLE (201902041) - HENDERSON ISD

Accountability Rating Summary

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<td>Academic Growth</td>
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<td>Closing the Gaps</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
### Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]

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

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

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

#### Contiguous Census Tract #  |  Contiguous Tract Quartile
---|---

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

- 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 library (1 point)(4 miles)
- public park w/playground (1 point)(4 miles)
- indoor recreation facility available to public (1 point)(3 miles)
- outdoor recreation facility available to public (1 point) (3 miles)
- community, civic or service organization (1 point) (3 miles)
- delivered meals service (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:

- 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 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points);
  For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);
  For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);
  Contiguous Census Tract #
  Contiguous Census Tract #
  Contiguous Census Tract #
  Contiguous Census Tract #
- Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);
- An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

Application is seeking points for Underserved Area.

| Total Points Claimed: | 4 |

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

A. **Proximity to the Urban Core**

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

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

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

Application is seeking points for Proximity to Job Areas

| Total Points Claimed: | 0 |
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

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<th>Region: 4</th>
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<td>Application is claiming points for a Concerted Revitalization Plan (&quot;CRP&quot;). (up to 7 points)</td>
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<tr>
<td>No points were claimed for Opportunity Index.</td>
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<tr>
<td>Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.</td>
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<tr>
<td>The CRP Packet has been completed and is included behind Tab 10.</td>
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<tr>
<td>Application is seeking points for Concerted Revitalization.</td>
<td>Total Points Claimed: 0</td>
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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 |
Supporting Documentation for the Site Information Form Part II

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

**Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**
- For Colonia:
  - Evidence from Attorney General of Colonia boundaries; and
  - Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
  - Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
- For Economically Distressed Areas:
  - Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and
  - Map showing development site boundaries, relative to EDA boundaries.
- For other items:
  - Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the “Board Approval” column of the Property Inventory tab of the Site Report posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
  - Map with all contiguous census tracts, if applicable
  - Evidence Development was placed in service 25 or more years ago
  - Evidence Development is still occupied. Submit any rent roll separate from the Application)
  - Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

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

OR
Proximity to Jobs

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

n/a Concerted Revitalization Plan (Competitive HTC Only)

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

☒ Declared Disaster Area: (Competitive HTC Only)

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

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

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

n/a Readiness to Proceed (Competitive HTC Only)

☐ 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.
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 10 - Supporting Documentation for the Site Information Form II

- Opportunity Index – Rural
  - Census tract poverty rate that is less than 20% and income quartile in the two highest quartiles.
Opportunity Index Data (§11.9(c)(4) of the 2020 Qualified Allocation Plan)

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

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Tab 10 – Supporting Documentation for the Site Information Form II

- Site Map showing 3 mile radius
  - Indoor Recreation Facility Available to Public
    - Anytime Fitness
    - Henderson Civic Theatre
  - Outdoor Recreation Facility Available to Public
    - Fair Park – Tennis Courts and Baseball Field
    - Yates Park – Basketball Court and Baseball Field
  - Community, Civic or Service Organization
    - First Presbyterian Church
    - Calvary Baptist Church
    - First United Methodist Church
Henderson

103 St. Paul St. Ste. 200
Henderson, TX 75654
(https://maps.google.com/maps?q=103%20St.%20Paul%20St.%20Henderson%20TX%2075654&hl=en)
(903) 392-2065 (tel:9033922065)

24/7 Access See Staffed Hours

SEE GYM PHOTOS
(https://anytimefitness.blob.core.windows.net/club-profile-photos/3064/LARGE_DD23_HEN - CARDIO.JPG)

MEMBERSHIP INQUIRY (https://www.anytimefitness.com/member)

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

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

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

TEAM WORKOUTS ➔ [HTTPS://WWW.ANYTIMEFITNESS.COM/TRAINING/GROUP-TRAINING?CLUB=3064]

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

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Gym Amenities
Cardio
Strength/Free Weights
Functional Training
Training and Coaching Services

Special Offers & Events

 때문<br>
Refer a friend and get a month free!
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Memberships starting at $32.95 per month
Rates subject to change according to location of the club and current promotions/offers.
We have supportive staff, state-of-the-art equipment, training & coaching services and the convenient access you need to get to a healthier you. Stop in today, or reach out, and we'll build a customized membership that works for you.

TRY US FOR FREE (HTTPS://WWW.ANYTIMEFITNESS.COM/TRY-US-FREE/?CLUB=3064)
About Us

Henderson Civic Theatre is a non-profit organization dedicated to engaging and educating the general public through the presentation, performance, and promotion of dramatic arts in all forms. Founded to encourage dramatic arts and education within the community, HCT has since impacted the greater East Texas area.

Incorporated in 1966, Henderson Civic Theatre purchased the historic 1885 Opera House in 1988. Renovations have been ongoing to bring the quaint theatre to its current state-of-the-art status. The most recent renovations completed include a new projector and screen, an elegant expanded lobby, a new rehearsal and rental space, and new restrooms.

HCT's production season begins in the fall each year and comprises of five productions, as well as a special production performed during Henderson's annual Syrup Festival. The theatre sponsors other unique events throughout the year and is committed to furthering its outreach endeavors through new programs, partnerships, and community involvement.
Park Information

Misner Park
- 1.3-acre mini neighborhood park located between Longview Drive and Garden Lane on Winterbrook Street
- Currently undeveloped park that consists of open area for play and lots of shade trees

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

Smith Park
- 1.4-acre mini neighborhood park located on South Main at Jacksonville Drive
- Flower bed compliments of the Rusk County Master Gardeners
- Historical grave marker of General James Smith and his wife, Hannah Parker
- Newly paved parking lot
- Open area for play and lots of shade trees

Yates Park
- 14-acre community park located on Van Sickle Street
- Benches throughout the park
- Brick restrooms
- Facility includes a paved basketball court
- Fenced baseball field with bleachers
- Lighted pavilions with seating and a barbecue grills
- New iron fencing in front of the park and around the newly paved parking lot
- New playground equipment with impact absorbent bedding in fall zones
- Various playground equipment

Lake Forest Park
- 3 fishing piers
- 60-acre community park that includes a 15-acre lake located on Highway 64
- Benches throughout the park
- Currently doing dirt work and drainage work throughout the park
- Gazebo over the lake
- Home of the new Civic Center
Fair Park

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

Pavilion bookings available 9:00 am-9:00 pm in 2 hour slots for $20.00.
OUR COMMUNITY

Through financial gifts and hands-on labor, we support a number of community directed projects to improve the lives of city and county residents.

Back to School Supplies

**YATES PARK PROJECT** – Betty Elder oversees this wonderful and necessary project annually. FPC Henderson always participates in this vital program. We help gather required school supplies for the whole county community. Betty Elder and Anne McCrady are the two head angels for this project. It is indeed a great way to help our school children – now that is a mission and outreach project rolled into one.

During the month of August, there are two back to school boxes in our church narthex where you can place your gathered/donated supplies. These boxes will be out until the deadline date and then our team will gather all the supplies and gratefully deliver them to the project coordinators.

Henderson Interchurch Ministry (HIM)
FPC Henderson is one of the founders of the Henderson Interchurch Ministry. We continue to emphatically support this operation and its mission to help members of this loving community. Members of the congregation bring food items for HIM Food Pantry on a regular basis but not less than once a month. In addition, we also participate with the traditional holiday food baskets put together and delivered by HIM through this outreach project. Our members volunteer and have served on the HIM Board of Directors. We also support HIM financially.

Habitat for Humanity

Our congregation financially supports this program and volunteers participate in the labor of love to help build the houses.

Christian Women’s Job Corps

Volunteers from our congregation help in various aspects of the center for women in transition, including assisting with teaching English as second language. In addition to the volunteer aspect, we also help provide financial support to this worthy cause.

Meals-On-Wheels

Members of our Outreach Team, members of our congregation and friends of our congregation volunteer on Fridays to drive and deliver Meals-on-Wheels within our community.

Permanent link to this article: http://www.fpchendersontx.org/ministries/outreach/our-community/
Congratulation!

Patrick & Brittany Dooley welcome a son,

Wade McCay Dooley,

born February 3, 2020

---

Today's Flowers

are in memory of Ina Ruth Gadye,

given by Sharla Smith and family.

---

Join Drew & Terri Butler and Ty & Erica Berry in a new Wednesday night Bible study entitled, "LIVE AT FIVE." The study is based on the book of James and teaches us how to live the Christian life and how to live it practically. 6:30 p.m. in the Upstairs Assembly Room.

---

Welcome to Calvary Baptist Church

One of the great joys of worship is to be with people who love the Lord and have a desire to experience the divine presence of God. As we begin a new week, we pray that you can worship with us and experience that presence of God in your life, hear the call of God on your life, and have the freedom to respond to that call in faith and trust.

This Week...

- **Sunday, February 9**
  - 9:00a Bible Study
  - 10:15a Worship
  - 11:30a Kids in Worship
  - 11:30a Adult Class

- **Wednesday, February 12**
  - 6:30p Kids in Worship
  - 6:30p Bible Study
  - 6:30p Dinner
  - 7:00p Children's Ministry
  - 7:30p Teen Ministry

- **Thursday, February 13**
  - 6:30p Prayer Group
  - 7:00p Bible Study

- **Friday, February 14**
  - 6:30p Prayer Group

- **Saturday, February 15**
  - 7:00p Prayer Group

---

SUNDAY EVENING CLASSES

Ladies Class - "破晓"  
Leader: Amanda Benavides  
Room W102 at 5:00 pm.

College/Career Class - "破晓"  
Leader: Chris Cates  
Education Center at 5:00 pm.

---

SUNDAY EVENING LADIES’ CLASS

Breakaway

Recipient of the Distinguished Service Award  
Leader: Amanda Benavides  
Room W102 at 5:00 pm.

---

Calvary Baptist Church

410 North Marshall, Henderson, Texas 77562

Website: www.chbhenderson.org  
Email: calvary@cbh henderson.org

Phone: (936) 637-2012  
Fax: (936) 627-8844
Welcome to Calvary Church! We know the value of gathering with other believers to worship the Lord and joining with other believers in small Bible study groups. We are excited you are with us today.

Beginning today, February 9, church doors entering from North Marshall Street will be locked for security reasons. The two doors are to the chapel (Old Auditorium) and the glass doors entering from the old porch (this door is located between the chapel and the fellowship center). The security concern is that entry from these doors leads directly into the children's area. These doors are always available for exit, but not for entry any longer. Only a few people enter these doors, but now those who park on Marshall Street will have to walk a little farther. This is for the security of our children. Plans are being made for the creation of two new parking lots in the very near future, which will help with our parking issues.

Calvary's Pastor Search Team has: invited all adult leaders in the teaching ministries of Calvary to attend an informational meeting this afternoon at 2:00 p.m. in the Student Center. Information will be shared regarding the pastor prospect and the process Calvary will undertake in the coming weeks. There will be a time for leaders to ask questions as well.

New Study
Wednesday Evenings
Leader: Sherrie Owens
Room W134 at 6:30 p.m.

If you would like a 2019 contribution statement, please call the church office at (903) 657-8153 to request a copy and we will mail one promptly.

TODAY'S VOLUNTEERS

<table>
<thead>
<tr>
<th>Duties</th>
<th>Volunteers</th>
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</thead>
<tbody>
<tr>
<td>Little Blessings/Crawlers 9:00a-9:30a</td>
<td>Denise Booker, Crystal Lewis, Terri Butler</td>
</tr>
<tr>
<td>9:30a-10:15</td>
<td>Jennifer Pickle, Kaseym Bookers, Karen Medford, Debra Brown</td>
</tr>
<tr>
<td>Preschool</td>
<td>Abbi Smith</td>
</tr>
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</table>

New Wednesday Evening Class
"When Jesus Did the Unexpected"
Frank Marten - Room 243

We all have expectations in our lives. When we flip a switch, we expect the light to come on. Too soon we realize that people often don't measure up to our expectations. But what about God? We can become disillusioned when God doesn't relate to us according to our expectations. Learn how Jesus went beyond expectations and helped His followers live changed lives. This eight-week study will challenge us to live for God in ways we might not have expected.

CALVARY MEET, if you would like to attend together, please sign up in the Foyer or Welcome Center.

Contact: Frank Lane (903) 658-2530
FUMC Newsletter

February Sermons

Note from Pastor David Luckert

"Matters of the Heart"

No. This is not a movie or a book title. (Not to my knowledge anyway.) Nor is it an idea for a Valentine’s Day card.

This is the sermon series we are going to follow throughout the month.

As I looked through my concordance for the word “heart” I was amazed at how many times we find it used in the Bible. Then again, maybe we should not be amazed.

When it comes to our heart, Scripture is quite clear. Our heart matters. Our heart matters to our heavenly Father. Our heart should matter to us.

We know the importance of caring for our hearts in a physical sense. Exercise and nutrition are essential to having a healthy heart. (So is a good family history!)

When we fail to care for our hearts physically, we experience problems somewhere down the road.

There are the obvious spiritual parallels. Our hearts must be cared for spiritually. Or else, we will experience problems down the road.

That is our focus this month. Good spiritual exercises and proper spiritual nutrition to strengthen our hearts.

Hope you join me on a journey to having healthier hearts, healthier minds, healthier souls, and healthier relationships.

Blessings,

David

First United Methodist Church
Henderson, TX 75652
Phone: 903-695-2244
Fax: 903-695-4960

February 2nd

“Heart Guard”
Proverbs 4:20-27, Philippians 4:4-9
The importance of having a heart secure.
Keeps out what is harmful.
Allows in what is helpful.

February 9th

“Following God Wholeheartedly”
Numbers 13
“Let us go up at once and occupy it, for we are well able to overcome it.”

February 16th

“Hard & Soft Hearts”
Deuteronomy 15:1-11
People with hard hearts think primarily of themselves. They are selfish people.
People with soft hearts think of God and of others. They are selfless, humble, and caring.

February 23rd

“Pure in Heart”
Matthew 5:8, Psalm 24:3-4
Those who are pure in heart are those who seek to know God, those who seek to honor God.

February 26th (Ash Wednesday)

“Went to Stone”
Exodus 19:1-8
God had wonderful promises for the nation of Israel, if they agreed to follow and obey Him. They said they would... and then they changed their minds.

Women’s Ministry

In January, the Women’s Ministry had a wonderful and inspirational program provided by Andrea Jolley-Seale. Andrea gave her faith story and told of how her faith has kept her strong and positive through some very difficult life experiences.

Our thanks goes out to Becky Massengale for hosting and providing the program for January, to all the ladies of the church who helped serve the meal, and to Betsy Brooks for preparing the delicious lunch.

The next Women’s Luncheon is scheduled for March 17th. All ladies of the church and guests are invited to attend. More information will be posted in the March newsletter.

Andrea Jolley-Seale  Becky Massengale

Sharing the Joy of Jesus Christ with Others
Save the Date

SUPER BOWL SUNDAY
CHICKEN SPAGHETTI LUNCH
Sponsored by the Chancel Choir

February 2, 2020
Take Out 10-1
Dine In 11-1
Tickets are $8 and available from any choir member.

Memorials

Jane Clark
(Sister of Anne Sipes)
- Phyllis Alford: Memorial
- David & Pam Brown: Memorial
- Troy & Mary Ann Craig: Memorial
- Mike & Sharla Worthington: Budget
- Cyndi & Johnny Walker: Memorial
- Johnny & Linda Foster: Memorial
- Janis Rutherford: Memorial
- Bill & Nance Preson: Memorial
- Jean Colley: Memorial
- Nelwyn Bagley: Memorial

Thelma Gibson
- Janis Rutherford: Memorial
- Glynn McGee: Memorial
- The Don Deason Family: Memorial

Memorial
Josephine Thrasher
- Troy & Mary Ann Craig: Memorial
- Sharla & Mike Worthington: Budget
- Cyndi & Johnny Walker: Memorial
- Johnny & Linda Foster: Memorial
- Debbie & Mark Mann: Memorial
- Tammy Hight: Memorial
- Janis Rutherford: Memorial
- Bill & Nance Preson: Memorial
- Linda & Greg Gooding: Memorial
- Nelwyn Bagley: Memorial
- Margaret & Brian Ballard: Memorial
- Mary Justiee: Memorial
- Phyllis Alford: Endowment
- Charles & Juliana Brightwell: Memorial
- David & Pam Brown: Memorial
- Anne Sipes: Memorial

Dear Friends,
We were deeply touched by the All Saints service on
11/3/2019, that honored Don and other church members.

The message given by Pastor Luckert was wonderful.
The church choir and the bell choir were both outstanding.

Following the church service the delightful lunch
nourished our spirits and nourished our bodies.

The entire program was very well done and meaningful for
our family.

Sincerely,
The Don Deason Family

Mary Schooner Receives Award

On Tuesday January 7, Linda and Robert Wright stopped in Brownsburg, Indiana on their return trip from
Pittsburgh, to visit Mary Schooner. While there, they presented Mary with the Susanna Wesley Award of
Excellence, which the congregation of FUMC Henderson
had chosen to recognize Mary with. The Award, one
of only 18 presented nationwide in the past year,
recognizes women who spiritually nurture their family
and who “make contributions to the United Methodist
Church. Award recipients are women who have served
Jesus Christ and the United Methodist Church in a
manner similar to Susanna Wesley. An awardee must
possess a distinctive intellect, a nurturing spirit,
unwavering devotion and perseverance in the faith.”
This certainly describes Mary!
MUSIC NOTES

Thank you

Thanks for all your support for the Chancel Choir chicken spaghetti luncheon this weekend. This important event supports many of our students as they make the transition from high school to college. The scholarships provided, although not large, still let our college-bound students know that their home church appreciates the support they have given the music ministry of FUMC.

And thanks go to the entire Chancel Choir! Chicken spaghetti weekend is challenging... and a lot of fun, also! And it's always fun to have Robin Muse come "home" for this event.

Special thanks go to Generalissimo Judy Sewell, and Brigadier Barbara Brown for the amazing job of organization they do for this weekend. I tease about this, but without their leadership the weekend would be much more difficult. And one more thanks... I believe Ray Ann Doerge gets the price for selling the most tickets... 80... that's right, EIGHTY. Looking forward to the weekend.

Grace to you all.....Jack

CELEBRATING

50 YEARS

FUMC PRESCHOOL

CELEBRATION SERVICE Sunday, March 1, 2020

FUMC Preschool

Join us for a special one worship service celebrating the preschool's 50th Anniversary, on March 1st at 10:00am in the Sanctuary. We hope to see past and present students and teachers.

It will be great time of celebration and fun.

A Bar-B-Q luncheon will follow in the Great Hall.
(Information on how to RSVP to the luncheon, coming soon.)

We are asking the congregation for cookie donations, to be served at the luncheon. Nut free cookies can be brought on the Friday before, or on the day of.

Also, on Tuesday, March 3rd, we will have a Birthday Bash for our current students and their families.

Thank you

Thank you for the incredibly large food donation provided to us by your church during the holiday season. We were able to help out many of our neighbors in the community. Every bit is much appreciated.

The HIM Staff

MEN'S MINISTRY

The Men’s Ministry held their monthly breakfast on January 17, 2020. During the meeting, we discussed the upcoming General Conference and the future of the United Methodist Church.

We also discussed the pancake breakfast which brought in funds to be used to provide Strength for Service devotionals to local first responders. The group decided to use the money to present these devotionals to the Overton and Tatum Police Departments. Responding to feedback from the congregation, we will also be sure to include sausage and/or bacon in this year's breakfast—tentatively scheduled for December 27th. Be sure to bring your appetites!

The men decided to invite Ken Hale to our next meeting to discuss his prison ministry. We also voted to join the PALS class in recycling our devotional and study materials to the prison ministry. Don Gage will be happy to accept your bible study and devotional materials, store them, and make sure that they get to Ken.

If you or your class have not yet turned in your collection for the Society of Saint Andrew, please give them to Betty Tyson— in the form of bills or checks (no spare change please) so that this can be sent to the Society. Thank you for your support!

We finished our meeting with a discussion of responsibility, obligation, and opportunity, in the book Spiritual Fathers, author Dan Schaffer notes that we often look on our duties at the church as obligations (aka, burdens). United Methodist Men are supposed to be leaders of the church. As such, we want to lead the charge in changing our perspectives, in seeing our church work as the opportunities they are—opportunities to serve one another, our neighbors, our God. Treating our church work as opportunities rather than obligations moves us from obedience to commitment. And a committed congregation is a dynamic one. We are asking members of the FUMC Henderson family to join us in prayer for our pastor, our staff, and our members, to be lifted up and directed by the Holy Spirit to become a more committed and dynamic congregation in this new year.

Our next breakfast will be held at 7:30 on February 8th. See ya' there!

Financial News

December
Disbursements: $58,819
Receipts: $98,203

2019 Budget Balance $39,722

If you have not turned in your pledge card for 2020, please do so as soon as possible.

Exciting News...

We are excited to announce that we now have online giving available! If you are interested in this way of giving to our church, please let the church office know. A simple email from us can get you started.

~ Our Presence ~

<table>
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<th>January 12th</th>
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<td>Total</td>
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<td>191</td>
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CELEBRATIONS AND PRAISES

Holy Baptism

Celebrating the Baptism of Jet Smith.
FUMC Children

Summer camp at Lakeview
Registration is now open for summer 2020
Visit www.lakeviewmo.org to register campers entering 3rd grade through graduating seniors.
We will attend session 3, June 28-July 3.
The cost is $330 for each FUMC camper and $440 for all other campers.
We will need 1 adult counselor per 5 campers, and that is gender specific.
Please see Debbie Tipps or Josh Wardle if you have any questions.

FUMC Youth

The new semester has kicked-off, and we are loving it! A lot coming up! D-Now Weekend!
Confirmation! Winter Jam! February is a big month!
Please pray for the youth group as we learn and discuss what it means to IMITATE Jesus Christ!

If you want to see what’s going on with the youth group, come check out what we do Wednesday Nights! 5:30PM-7:30PM!

God’s Work Our Hands

Our CHAMPS kids will create and deliver handmade valentines to our friends at The Chalice Apartments on February 12th.

Sunday School

Please join us for children's Sunday school each week:
- 3's & 4's meet on the 1st floor
- K & 1st meet on the 3rd floor with Davi Dixon
- 2nd & 3rd meet on the 3rd floor with Woodie Tipps
- 4th & 5th meet on the 3rd floor with Kaysie Sabella
Tab 10 – Supporting Documentation for the Site Information Form II

• Site Map showing 4 mile radius
  
  o Full Service Grocery Store
    ▪ Kroger
    ▪ Walmart Supercenter
  
  o Pharmacy
    ▪ Walgreens
  
  o Health-Related Facility
    ▪ UT Health Henderson Emergency Care
  
  o Licensed Center Serving Children
    ▪ Southwood Academy
    ▪ Henderson’s Learning Tree Education Center
  
  o Public Library
    ▪ Rusk County Library
  
  o Public Park w/Playground
    ▪ Fair Park
    ▪ Yates Park
Emergency Care

The emergency department at UT Health Henderson is designated as a Level IV trauma center by the state of Texas because of its ability to provide advanced trauma life support (ATLS). This includes evaluation, stabilization and diagnostic capabilities for sick and injured patients, along with the ability to stabilize and then transfer them to a higher level of trauma care, if necessary.

At UT Health Henderson, all elements are in place to treat your emergency whether major or minor including:

Search by Keyword

Choose a Topic

SUBMIT

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

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

Find a Doctor (/find-a-provider)
Map & Directions (/map-directions)
Our Services (/services)
Patient Portal (/patient-portal)
Volunteer (/get-involved)
Contact Us (/contact)
The University of Texas Health Science Center at Tyler (https://www.uthct.edu/)

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UT Health Henderson
300 Wilson St, Henderson, TX 75652 903-657-7541
Privacy Policy (/privacy-compliance) | Discrimination Notice/Language Assistance (/privacy-compliance)
Southwood Academy Daycare/Preschool

Home
Reviews
Photos
Videos
Posts
About
Community
Create a Page

About

FIND US

1501 Jacksonville Dr
Henderson, Texas

m.me/154624411243131

Call (903) 655-8299

HOURS

Open Now 6:30 AM - 6:00 PM

ADDITIONAL CONTACT INFO

cj1432@live.com

MORE INFO

About
Southwood Academy Daycare/Preschool
Day Care · Preschool · Child Care Service

TEAM MEMBERS

Cathy Stuart Burks

Facebook © 2020
English (US) Español Français (France) 中文 (简体) العربية Português (Brasil) Italiano 한국어 Deutsch हिंदी 日本語

2/25/2020, 2:02 PM
Child Care Search Result Details

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

Operation Number: 869812
Operation Type: Licensed Center
Program Provided: Child Care Program
Location Address:
1501 JACKSONVILLE DR
HENDERSON, TX 75654
1501 JACKSONVILLE DR
HENDERSON, TX 75654
903-655-8299

Mailing Address:
RUSK

Phone Number:
County:
Website Address:
cj1432@live.com

Email Address:
Administrator/Director Name:
Cathy Burks
Type of Issuance: Full Permit
Issuance Date: 8/7/2007
Permit Renewal Due By Date: 8/7/2021
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation:
06:30 AM-06:00 PM
Monday - Friday

Days of Operation:
Total Capacity:
108
Licensed to Serve Ages:
Infant, Toddler, Pre-Kindergarten, School
Total Capacity:
108
Number Of Admin Penalties:
1
Corrective Action: No
Adverse Action: No
Temporarily Closed:

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:
  
  37 - Inspections
  0 - Assessments
  6 - Self Reported Incidents
  10 - 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, 4576 standards were evaluated for compliance at this operation.

• Of the standards evaluated 53 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:

  16 were weighted as High
  23 were weighted as Medium - High
  12 were weighted as Medium
  1 was weighted as Medium - Low
  1 was 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
About Us

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

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

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

Explore Our Website

Home
About Us
Enrollment & Tuition
Play As You Learn
Contact

Hours of Operation

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

Contact

118 Glendale Ave, Henderson TX 75654
(903) 657-2041
info@learningtreeeducationalcenter.com
# Child Care Search Result Details

DFPS Home > Child Care > Search Texas Child Care > This Page

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

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

• In the last five years, Licensing conducted the following:

  - 9 - Inspections
  - 0 - Assessments
  - 0 - Self Reported Incidents
  - 2 - 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, 4316 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:

  0 were weighted as High
  0 were weighted as Medium - High
  3 were weighted as Medium
  0 were weighted as Medium - Low
  0 were weighted as Low

  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
History of Rusk County Library

The Rusk County Library in Henderson opened on September 15, 1937 in one room in the basement of the Rusk County Courthouse. The Library was sponsored by the Pallas Athene Literary Society which had made library service a goal of the group since it's beginning in 1929. The opening was reported only on the society page, but there were new shelves, tables and 1827 books including fiction, non-fiction and reference for adults and children. Within the first two weeks 1749 volumes had been borrowed.

In 1968, the library moved to a new 6,000 sq.ft. building built on land donated for the purpose a few blocks from downtown. By 1972 the Library was qualified for membership in the new Northeast Texas Library System. Growth accelerated in the early seventies so by the 1980's space was a major need.

In 1990, the Library became part of Henderson's Main Street Project when the move was made to four combined store buildings, the oldest of which dated from 1872, on the southeast corner of the square in downtown Henderson. The restored building provided 18,000 sq. ft in a three level, two story facility. In November of 1990, The Texas Downtown Association awarded the "Library Best Public/Private Venture" and the downtown historic area is now listed on the National Register of Historic Places.

By 1995 the goal was automation. Progress was made in stages, first being one internet computer for staff and public use, then circulation and the electronic catalog. Now the Library offers over 80,000 books in fiction, non-fiction and reference for children and adults plus very popular videotapes and audio books. Volunteers in Genealogy are available to help with family research in books or on CD sources or on microfilm.

The Library continues to offer materials and services of interest to adults, children, and youth of Rusk County.
RUSK COUNTY LIBRARY

MAIN STREET OPENING
SEPTEMBER 16, 1990

RUSK COUNTY LIBRARY

106 East Main St
Henderson, TX 75652
Phone 903-657-8557
Fax 903-657-7637
About Our Library System

Rusk County Library System

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

Materials

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

Services

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

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

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

Persons 18 years or younger must have a parent/guardians signature in order to apply for a library card.

RUSK COUNTY LIBRARY
106 East Main St
Henderson, TX 75652
Phone 903-857-8557
Fax 903-857-7637

Return to top of page
Park Information

Misner Park
- 1.3-acre mini neighborhood park located between Longview Drive and Garden Lane on Winterbrook Street
- Currently undeveloped park that consists of open area for play and lots of shade trees

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

Smith Park
- 1.4-acre mini neighborhood park located on South Main at Jacksonville Drive
- Flower bed compliments of the Rusk County Master Gardeners
- Historical grave marker of General James Smith and his wife, Hannah Parker
- Newly paved parking lot
- Open area for play and lots of shade trees

Yates Park
- 14-acre community park located on Van Sickle Street
- Benches throughout the park
- Brick restrooms
- Facility includes a paved basketball court
- Fenced baseball field with bleachers
- Lighted pavilions with seating and a barbecue grills
- New iron fencing in front of the park and around the newly paved parking lot
- New playground equipment with impact absorbent bedding in fall zones
- Various playground equipment

Lake Forest Park
- 3 fishing piers
- 60-acre community park that includes a 15-acre lake located on Highway 64
- Benches throughout the park
- Currently doing dirt work and drainage work throughout the park
- Gazebo over the lake
- Home of the new Civic Center
Fair Park

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

Pavilion bookings available 9:00 am-9:00 pm in 2 hour slots for $20.00.
Tab 10 – Supporting Documentation for the Site Information Form II

- Delivered Meals Service
  - Meals on Wheels and Senior Meal Programs – Rusk County
  - First Presbyterian Church – Meals on Wheels
Meals On Wheels And Senior Meals Programs

Meals On Wheels

Services - Both Congregate Meal Sites and Delivery Meal locations are dependent upon finances and volunteers. Therefore, each meal location has its own schedule of services and you must contact them directly to get on their list and determine what services are available.

Congregate Meal Site - A congregate meal site merely indicates that there is a central facility where people meet to have a meal and socialize. This is a great opportunity for seniors to get out of the house, get a good meal, and make new friends.

There may or may not be transportation provided to this location and this is going to depend on the resources and practices of the organization. Even if there isn't such transportation available, most locations have public transportation that runs close by.

Delivery Meal Location - This term means that the organization utilizes volunteers and perhaps some paid staff to help deliver meals directly to the home. Even more so then Congregate Meal Sites, these organizations are heavily dependent on volunteers.

How to find us.

Rusk County Courthouse
115 N. Main
Henderson, Texas 75652

How to reach us.

Contact Information
OUR COMMUNITY

Through financial gifts and hands-on labor, we support a number of community directed projects to improve the lives of city and county residents.

Back to School Supplies

YATES PARK PROJECT – Betty Elder oversees this wonderful and necessary project annually. FPC Henderson always participates in this vital program. We help gather required school supplies for the whole county community. Betty Elder and Anne McCrady are the two head angels for this project. It is indeed a great way to help our school children – now that is a mission and outreach project rolled into one.

During the month of August, there are two back to school boxes in our church narthex where you can place your gathered/donated supplies. These boxes will be out until the deadline date and then our team will gather all the supplies and gratefully deliver them to the project coordinators.

Henderson Interchurch Ministry (HIM)

FPC Henderson is one of the founders of the Henderson Interchurch Ministry. We continue to emphatically support this operation and its mission to help members of this loving community. Members of the congregation bring food items for HIM Food Pantry on a regular basis but not less than once a month. In addition, we also participate with the traditional holiday food baskets put together and delivered by HIM through this outreach project. Our members volunteer and have served on the HIM Board of Directors. We also support HIM financially.
Habitat for Humanity

Our congregation financially supports this program and volunteers participate in the labor of love to help build the houses.

Christian Women’s Job Corps

Volunteers from our congregation help in various aspects of the center for women in transition, including assisting with teaching English as second language. In addition to the volunteer aspect, we also help provide financial support to this worthy cause.

Meals-On-Wheels

Members of our Outreach Team, members of our congregation and friends of our congregation volunteer on Fridays to drive and deliver Meals-on-Wheels within our community.

Permanent link to this article: http://www.fpchendersontx.org/ministries/outreach/our-community/
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 10 - Supporting Documentation for the Site Information Form II

- Evidence of Underserved Area
  
  o 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.
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<th>Program Type</th>
<th>Disaster TDHCA#</th>
<th>Year</th>
<th>Board Approval</th>
<th>Development Name</th>
<th>Project Address</th>
<th>Project City</th>
<th>Project County</th>
<th>Zip Code</th>
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<th>Total Units</th>
<th>LIHTC Units</th>
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<td>2003</td>
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HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 10 - Supporting Documentation for the Site Information Form II

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

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<th>Comanche</th>
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</table>
1. **Site Acreage**

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

   Site Control: 13.357  
   Site Plan: 13.357  
   Appraisal: N/A  
   ESA: 13.357  
   Feasibility Report Survey: 13.357  
   Feasibility Report Engineer’s Plan:  

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

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

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

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td>Russell Dean Marshall</td>
<td>Russell Dean Marshall</td>
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<tr>
<td>417 E. Market, Mabank, TX 75147</td>
<td></td>
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</tbody>
</table>

   Address:  
   Mabank  
   TX 75147  
   Date of Last Sale:  
   No  

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?  
   If "Yes," please explain:  
   If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

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

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

   | Name | Relationship |  |
   |------|-------------|  |

   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).  
   X  
   Recorded Warranty Deed with corresponding executed closing/settlement statement.  
   X  
   Expiration of Contract or Option: 9/30/2020  
   Anticipated Closing Date: 9/30/2020  
   X  
   Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).  
   The Property has the following encumbrance(s):  

   |  
   |  
   |  
   |  

   Self Score Total: 132
3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**
   - Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:
     - Evidence of an easement, leasehold, or similar documented access; and
     - Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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

5. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**
   - Development qualifies for the boost for:
     - Qualified Census tract that has less than 20% HTC Units per household
     - New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*
     - Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
   - 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 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
- **X** Evidence of Site Control as described in 10 TAC §11.204(10)
  - Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
  - Contract or option for lease (must include language required by 10 TAC §11.302(e) if requesting Direct Loan funds).
  - Contract for sale or option for purchase (must include language required by 10 TAC §11.302(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
- **X** Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

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

### Title Commitment or Policy
- **X** Documentation required by 10 TAC §11.204(10) 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: [https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx](https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx)
Tab 12 - Supporting Documentation for the Site Information Form II

- Evidence of Site Control
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

   Seller: RUSSELL DEAN MARSHALL, RUSK
   Address: 417 E. Market, Mabank, TX 75147
   Phone: 903-237-8154
   Fax: N/A
   E-mail: russelmarsh1956@gmail.com

   Buyer: EMANUEL GLOCKZIN or assigns, RUSK
   Address: P.O. Box 3189, Bryan, TX 77805
   Phone: 979-846-8076
   Fax: N/A
   E-mail: Emanuel@edgproperties.net

2. PROPERTY:

   A. "Property" means that real property situated in RUSK County, Texas at
      13357 cc HWY 79 S, HENDERSON, TX 75654
      (address) and that is legally described on the attached Exhibit N/A or as follows:
      N/A

   B. Seller will sell and convey the Property together with:
      (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and
          interest in any minerals, utilties, adjacent streets, alleys, strips, gors, and rights-of-way;
      (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
      (3) Seller's interest in all licences and permits related to the Property.

      (Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
      (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

   A. At or before closing, Buyer will pay the following sales price for the Property:
      (1) Cash portion payable by Buyer at closing .............................................. $ 250,000.00
      (2) Sum of all financing described in Paragraph 4 ...................................... $
      (3) Sales price (sum of 3A(1) and 3A(2)) ................................................. $ 250,000.00

(TXR-1602) 4-1-19

Initialed for identification by Seller MARSHALL and Buyer MARSHALL

Century 21 Heritage Realty, 301 E. Main Henderson, TX 75654
Phone: 903-237-1954 Fax: 903-237-8154
www.marshallrealty.com
B. Adjustment to Sales Price: (Check (1) or (2) only)

(1) The sales price will not be adjusted based on a survey.

(2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of $_________________ per:

- (i) square foot of total area
- (ii) acre of total area

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any acre of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) N/A

(c) If the sales price is adjusted by more than __________% of the stated sales price, either party may terminate this contract by providing written notice to the other party within N/A days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

A. Third Party Financing: One or more third party loans in the total amount of $_________________.

   This contract:

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

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

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

5. EARNEST MONEY:

A. Not later than 5 days after the effective date, Buyer must deposit $11,000.00 as earnest money with ARNOLD ABSTRACT at 115 N. JACKSON, HENDERSON, TX (address) N/A (closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

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

   - (i) N/A days after Buyer's right to terminate under Paragraph 7B expires; or
   - (ii) N/A

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

C. Buyer may instruct the title company to deposit the earnest money in an Interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.
6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   (a) **X** will not be amended or deleted from the title policy.
   (b) **□** will be amended to read "shortages in area at the expense of **□**Buyer **□**Seller.

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

B. Survey: Within **180** days after the effective date:

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

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

   (3) **□** Seller will deliver to Buyer and the title company a true and correct copy of Seller’s most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, **□** Seller **□** Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party **N/A** (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer’s Objections to the Commitment and Survey:

   (1) Within **5** days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or items that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new
document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer’s actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

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

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

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

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ SEE EXHIBIT A that Seller will retain as Independent consideration for Buyer’s unrestricted right to terminate. Buyer has tendered the Independent consideration to Seller upon payment of the amount specified in Paragraph 8A to the title company. The Independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

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

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer’s expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within __N/A__ days after the effective date, Seller will deliver to Buyer:
( ) all of current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
( ) all of notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
( ) all of previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
( ) all of property tax statements for the Property for the previous 2 calendar years;
( ) plat of the Property;
( ) all of current utility capacity letters from the Property's water and sewer service provider; and
( ) N/A

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date:
( ) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
( ) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
( ) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. LEASES:

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

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

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

9. BROKERS:

A. The brokers to this sale are:

<table>
<thead>
<tr>
<th>Principal Broker: Century 21 Heritage Realty</th>
<th>Cooperating Broker: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent: MARTHA MCPUGHAL</td>
<td>Agent: N/A</td>
</tr>
<tr>
<td>Address: 701 S. MAIN</td>
<td>Address: N/A</td>
</tr>
<tr>
<td>Henderson, TX 7564</td>
<td>N/A</td>
</tr>
<tr>
<td>Phone &amp; Fax: (903) 347-1877 (903) 347-4127</td>
<td>Phone &amp; Fax: N/A</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:marthamcphughal22@gmail.com">marthamcphughal22@gmail.com</a></td>
<td>E-mail: N/A</td>
</tr>
<tr>
<td>License No: 2304791</td>
<td>License No: N/A</td>
</tr>
</tbody>
</table>

Principal Broker: (Check only one box)

☑ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

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

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

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

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

<table>
<thead>
<tr>
<th>Principal Broker</th>
<th>Cooperating Broker</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of the sales price.</td>
<td>% of the sales price.</td>
</tr>
</tbody>
</table>

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

(TXR-1992) 4-1-16 Initiated for Identification by Seller [Signature] and Buyer [Signature]
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

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

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) □ N/A days after the expiration of the feasibility period.
   □ September 30, 2020 (specific date).
   □ N/A
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

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

C. At closing, Seller will execute and deliver, at Seller's expense, a □ general □ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 8 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or of the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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

SEE EXHIBIT "A"

13. SALES EXPENSES:

A. Seller’s Expenses: Seller will pay for the following at or before closing:

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

B. Buyer’s Expenses: Buyer will pay for the following at or before closing:

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

14. PRORATIONS:

A. Prorations:

   (1) interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) if the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) if Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other changes to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

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

(TXR-1002) 4-1-18
Initialed for identification by Seller and Buyer.

Page 6 of 14

Produced with aForm&;Logo 80130 Fifteen North Road, Farmington Hills, Michigan 00208 www.Janus.com MANUFACTURED.
C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. **DEFAULT:**

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

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

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

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

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

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. **CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any Independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or

(2) Buyer and the sales price will not be reduced.

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

18. **ESGROW:**

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

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the other party receiving the earnest money and the title company may pay the same to the creditors.
C. The title company will deduct any Independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the Independent consideration to Seller.

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

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

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

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

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

☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1406).

☐ B. Except as otherwise provided in this contract, Seller is not aware of:

☐ 1. any subsurface: structures, pits, waste, springs, or improvements;

☐ 2. any pending or threatened litigation, condemnation, or assessment affecting the Property;

☐ 3. any environmental hazards or conditions that materially affect the Property;

☐ 4. whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tank or containers;

☐ 5. whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;

☐ 6. any wetlands, as defined by federal or state law or regulation, on the Property;

☐ 7. any threatened or endangered species or their habitat on the Property;

☐ 8. any present or past infestation of wood-destroying insects in the Property’s Improvements;

☐ 9. any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

☐ 10. any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

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

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

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

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

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

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

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

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

   (1) Property Description Exhibit Identified in Paragraph 2;
   (2) Commercial Contract Financing Addendum (TXR-1991);
   (3) Commercial Property Condition Statement (TXR-1409);
   (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
   (5) Notice to Purchaser of Real Property in a Water District (MUD);
   (6) Addendum for Coastal Area Property (TXR-1916);
   (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1910);
   (8) Information About Brokerage Services (TXR-2501);
   (9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
   (10) ADDENDUM FOR RESERVATION OF OIL & GAS; SEE EXHIBIT "A"

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer X may □ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

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

25. ADDITIONAL NOTICES:

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

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 48, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

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

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

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §81.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).

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

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

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

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

28. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 30, 2019, the offer will lapse and become null and void.
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: RUSSELL DEAN MARSHALL

Buyer: MANUKI GLOCKLIN or assigns

By: N/A
Printed Name: RUSSELL DEAN MAR SHALL
Title: N/A

By: N/A
Printed Name: N/A
Title: N/A

By: N/A
Printed Name: N/A
Title: N/A

By: N/A
Printed Name: N/A
Title: N/A
**AGREEMENT BETWEEN BROKERS**

Template: Use only if Paragraph 50(1) is effective

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

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

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

Principal Broker: N/A
Cooperating Broker: N/A

By: N/A

**ATTORNEYS**

<table>
<thead>
<tr>
<th>Seller's attorney:</th>
<th>Buyer's attorney:</th>
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<td>E-mail: N/A</td>
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Seller's attorney requests copies of documents, notices, and other information:  
- the title company sends to Seller.  
- Seller sends to Buyer.

Buyer's attorney requests copies of documents, notices, and other information:  
- the title company sends to Buyer.  
- Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- the contract on this day 12-21-19 (effective date);  
- earnest money in the amount of $11,000 in the form of Wire N/A on 12-21-19.

Title company: Arnold Abstract
Address: Arnold Abstract Company N/A N/A N/A
By: *Signature*
Phone & Fax: 715 N. Jackson St. N/A
Assigned file number (GFF) N/A 31005370
E-mail: N/A

Henderson, TX 75652
EXHIBIT A

Earnest Money:

Within three (3) days after the Effective Date, Purchaser shall deposit with Escrow Agent, the sum of $11,000 (Deposit). $500.00 shall be non-refundable immediately, except in the event of default by Seller. Additional $500.00 shall be non-refundable after 1/31/20, except in the event of default by Seller.

Feasibility Period:

Initial Feasibility Period shall begin on the Effective Date and run through March 15, 2020. Buyer may extend Feasibility Period as follows:

1. Notification by March 15, 2020 to extend through April 30, 2020, $2500.00 of (Deposit) shall be non-refundable, except in the event of default by Seller.
2. Notification by April 30, 2020 to extend through May 31, 2020, $2500.00 of (Deposit) shall be non-refundable, except in the event of default by Seller.
3. Notification by May 31, 2020 to extend through June 30, 2020, $2500.00 of (Deposit) shall be non-refundable, except in the event of default by Seller.
4. Notification by June 30, 2020 to extend through September 30, 2020, $2500.00 of (Deposit) shall be non-refundable, except in the event of default by Seller.
ADDITION TO CONTRACT CONCERNING THE PROPERTY AT
13,357 ac HWY 79 S
HENDERSON

(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), perfected rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, salt, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.

B. Subject to Section C below, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
   □ (1) Seller reserves all of the Mineral Estate owned by Seller.
   □ (2) Seller reserves an undivided __________ Interest in the Mineral Estate owned by Seller. NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's Interest.

C. Seller does NOT reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral leases) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.

D. If Seller does not reserve all of Seller's Interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contract information of any existing mineral leases known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS FORM CAREFULLY.

Buyer: EMANUEL GLOCKIN or as assignee

Buyer N/A

Seller: RUSSELL DEAN MARSHALL

Seller N/A

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or preapproved forms of contracts. Such approved addenda to this contract form only. TREC forms are intended for use only by licensed real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not intended for complex transactions, Texas Real Estate Commission, P.O. Box 95568, Austin, TX 78765-9568, 800-682-2272 (http://www.texaslaw.gov) TREC No. 44, Title from negatives TREC No. 64-1.
13.475 acres being all of a called 13.357 acres as conveyed to Russell D. Marshall by Donald Brooks and Glenda Brooks in an instrument dated August 30, 2002 and recorded in Volume 2340 Page 831 of the Official Public Records of Rusk County, Texas (OPRCC), situated in the J. Smith Survey A-509 on U.S. Highway No. 79 (US 79) within the corporate limits of the City of Henderson, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an existing steel spike found at the base of an existing ½" iron rod found (disturbed), said spike found marking the Southwest corner of said 13.357 acres, common with the Southeast corner of a called 9.3498 acres as conveyed to Fannie Aileen Green in an instrument recorded in Volume 2015 Page 34 OPRCC, common with the Northeast corner of a lot conveyed to Billy G. Green and wife, Fannie A. Green in an instrument recorded in Volume 770 Page 95 of the Deed Records of Rusk County, Texas (DRRC), common with the Northwest corner of a lot conveyed to Chester Howard Martin in an instrument recorded in Volume 1763 Page 520 of the Land Records of Rusk County, Texas (LRRC), whence bears an existing chain link fence corner post (CLFCP) found for reference South 60° 13' East a distance of 1.37 feet:

THENCE with the West boundary line of said 13.357 acres, common with the East boundary line of said 9.3498 acres North 42° 20' 06" West a distance of 941.84 feet to a ½" iron rod set (all iron rods set with cap marked "DDM SURVEY BOUNDARY") to mark the Northwest corner of said 13.357 acres, same being in the South boundary line of a called 99.48 acres as conveyed to Jerry Norman and Freda Norman in an instrument recorded in Volume 2661 Page 173 OPRCC;

THENCE with the North boundary line of said 13.357 acres, common with the South boundary line of said 99.48 acres, all being along the general course of an existing wire fence as follows:

North 76° 53' 54" East a distance of 257.74 feet, and

North 78° 12' 14" East a distance of 232.80 feet to an existing 6" wooden fence corner post found, and

North 83° 32' 57" East a distance of 162.15 feet to a ½" iron rod set to mark an outside ell corner of said 13.357 acres;

THENCE with the upper East boundary line of said 13.357 acres, common with the West boundary line of a called 2.09 acres as conveyed to Billy Wayne Propes in an instrument recorded in Volume 2060 Page 492 OPRCC South 13° 21' 17" East a distance of 177.03 feet to an existing ½" iron pipe found marking an inside ell corner of said 13.357 acres, common with the Southwest corner of said 2.09 acres, whence bears an existing ¾" iron pipe found for reference North 50° 19' West a distance of 2.68 feet;

THENCE with the North boundary line of said 13.357 acres, common with the South boundary line of said 2.09 acres North 82° 37' 42" East a distance of 519.78 feet to an existing ½" iron rod found marking the Southeast corner of said 2.09 acres, common with the Southwest corner of a lot conveyed to Billy Wayne Propes and wife, Pat Propes in an instrument recorded in Volume 997 Page 502 DRRC;

THENCE continuing with the North boundary line of said 13.357 acres, common with the South boundary line of said Propes lot North 82° 03' 58" East a distance of 44.23 feet to an existing ¾" iron pipe found marking the Northeast corner of said 13.357 acres, common with the Northwest
corner of a called 0.34 of an acre as conveyed to Patricia Ann Marshall in an instrument recorded in Volume 983 Page 103 DRRC.

THENCE with the East boundary line of said 13.357 acres, common with the West boundary line of said 0.34 of an acre South 14° 27' 54" East a distance of 99.98 feet to an existing ½" iron rod found marking the Southwest corner of said 0.34 of an acre, common with the Northwest corner of a called 0.313 of an acre as conveyed to Aaron Ray Barnes in an instrument recorded in Volume 3239 Page 693 OPRRC;

THENCE continuing with the East boundary line of said 13.357 acres, common with the West boundary line of said 0.313 of an acre South 13° 46' 51" East a distance of 99.56 feet to an existing CLFCP found marking an outside ell corner of said 13.357 acres, common with the Southwest corner of said 0.313 of an acre, common with an angle corner in the North boundary line of a called 0.91 of an acre as conveyed to Billy Wayne Propes in an instrument recorded in Volume 2708 Page 128 OPRRC;

THENCE with a boundary line of said 13.357 acres, common with the North boundary line of said 0.91 of an acre South 81° 56' 33" West a distance of 26.92 feet to an existing ½" iron rod found marking an inside ell corner of said 13.357 acres, common with the Northwest corner of said 0.91 of an acre;

THENCE with the East boundary line of said 13.357 acres South 10° 43' 26" East a distance of 262.02 feet to an existing ½" iron rod found marking the Southeast corner of said 13.357 acres, being in the North Right-of-Way (ROW) line of said US 79;

THENCE with the South boundary line of said 13.357 acres, common with the North ROW line of said US 79 as follows:

South 55° 38' 28" West a distance of 20.07 feet to an existing concrete ROW monument found (disturbed), and

South 61° 20' 27" West a distance of 79.86 feet to an existing ½" iron rod found marking an outside ell corner of said 13.357 acres, common with the Southeast corner of a called 0.344 of an acre as conveyed to Charles Ray Hart in an instrument recorded in Volume 3456 Page 342 OPRRC;

THENCE with a boundary line of said 13.357 acres, common with the East boundary line of said 0.344 of an acre North 34° 09' 18" West a distance of 152.01 feet to an existing ¾" iron pipe found marking an inside ell corner of said 13.357 acres, common with the Northeast corner of said 0.344 of an acre;

THENCE with the South boundary line of said 13.357 acres, common with the North boundary line of said 0.344 of an acre South 56° 02' 15" West a distance of 100.36 feet to an existing car axle found marking the Northwest corner of said 0.344 of an acre, common with the Northeast corner of a lot conveyed to Billie Ruth Ballenger in an instrument recorded in Volume 2088 Page 822 OPRRC;

THENCE continuing with the South boundary line of said 13.357 acres, common with the North boundary line of said Ballenger lot South 55° 21' 39" West a distance of 109.72 feet to an existing ½" iron rod found marking the Northwest corner of said Ballenger lot, common with the Northeast corner of a called 0.34 of an acre conveyed to Katherine M. Coates in an instrument recorded in Volume 3092 Page 664 OPRRC;

THENCE continuing with the South boundary line of said 13.357 acres, common with the North boundary line of said Coates 0.34 of an acre South 55° 57' 03" West a distance of 100.02 feet to an existing ½" iron rod found marking the Northwest corner of said Coates 0.34 of an acre, common with the Northeast corner of a lot conveyed to Michaels S. Moore in an instrument recorded in Volume 2026 Page 93 OPRRC;
THENCE continuing with the South boundary line of said 13.357 acres, common with the North boundary line of said Moore lot South 55° 33' 09" West a distance of 99.98 feet to an existing CLFCP found marking the Northwest corner of said Moore lot, common with the Northeast corner of said Martin lot;

THENCE continuing with the South boundary line of said 13.357 acres, common with the North boundary line of said Martin lot South 56° 05' 36" West a distance of 199.65 feet to the BEGINNING and CONTAINING 13.475 acres.

I, D. Dwayne Miley, Registered Professional Land Surveyor, No. 4164-Texas, do hereby certify that this description represents the results of a survey completed on the ground under my supervision in February, 2020. See plat dated 2/18/2020.

D. Dwayne Miley, R.P.L.S.
ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this "Assignment") is executed to be effective as of December 27, 2019, by and between Emanuel H. Glockzin, Jr., an individual ("Assignor"), and Commonwealth Development, Inc., a Corporation (" Assignee"), and hereby consented to by (not required per contract), Russell Dean Marshall ("Seller").

RECATS:

A. Seller and Assignor executed that certain Purchase and Sale Agreement dated as of December 27, 2019, as amended through the date hereof, in connection with the purchase of certain property located in Henderson, Rusk County, as more particularly therein described (the "Contract").

B. Assignor desires to assign all of Assignor's right, title and interest in and to the Contract (the "Contract Rights") to Assignee, and Assignee desires to accept said Contract Rights and assume all obligations of Assignor under the Contract.

C. Seller desires to consent to said assignment of the Contract Rights.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and covesys to Assignee all of Assignor's right, title and interest in and to the Contract and the Contract Rights.

2. Assignee hereby accepts Assignor's assignment of the Contract and the Contract Rights and hereby agrees to be expressly bound by the terms of the Contract and to assume all obligations of Assignor thereunder.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the day, month and year first above written.

ASSIGNOR:

Emanuel H. Glockzin, Jr.
an individual

By: [Signature]
Name: Emanuel H. Glockzin, Jr.
Title: [Title]

ASSIGNEE:

Commonwealth Development, Inc.
a Corporation
for HWY 79 Senior Living, Ltd.
a Texas limited partnership
(To be formed)

By: [Signature]
Name: Elaina D. Glockzin
Title: President
CONSENTED TO BY:

SELLER: Not required by seller

By: __________________________
Name: _________________________
Title: _________________________
Tab 12 - Supporting Documentation for the Site Information Form II

- 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.

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

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

Flowers Title Companies, LLC

Southwest Land Title Insurance Company

By: ____________________________
    Authorized Countersignature

By: Jeff Kelley, President

This Commitment is valid only when Schedules A, B, C, and D are attached.
COMMITMENT FOR TITLE INSURANCE (Form T-7)

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 pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

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

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

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

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding 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 (888) 409-0499 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.

**CONDITIONS AND STIPULATIONS**

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

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

To obtain information or make a complaint:
You may first call Southwest Land Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-409-0499

You may also write to Southwest Land Title Insurance Company at:

6805 N. Capital of Texas Hwy, Suite 240
Austin, Texas 78731

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write to the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact Southwest Land Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:
Usted puede llamar al número de teléfono gratis Compañía de Seguros de Título de Fidelity National Título para información o para someter una queja al:

1-888-409-0499

Usted también puede escribir a Compañía Seguros de Título de Southwest Land Title:

6805 N. Capital of Texas Hwy, Suite 240
Austin, Texas 78731

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.
Southwest Land Title Insurance Company

SCHEDULE A

Effective Date: December 13, 2019 at 8:00 am

Issued: December 31, 2019 at 8:00 am

GF No. 360590

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: $250,000.00
PROPOSED INSURED: Emanuel Glockzin

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

(c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

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

(e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: $
PROPOSED INSURED:
Proposed Borrower:

(f) OTHER
Policy Amount: $
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:
FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:
Russell D. Marshall

4. Legal description of land:
See Appendix A

(Form T-7: Commitment for Title Insurance)
APPENDIX A

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
13.357 acres being the remainder of a called 57.46 acres as conveyed to Donald R. Brooks by Annie Velena Propes and recorded in Volume 1937 Page 497 of the Rock County Record of Deeds, situated in the James Smith Survey A-709 on U.S. Hwy 79 South partially within the corporate limits of the City of Henderson, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an existing ½" iron rod, found marking the Northeast corner of a 9.3498 acres tract recorded in Volume 2015 Page 34 RCGR and being in the North boundary line of said 57.46 acres;

THENCE with the North boundary line of said 57.46 acres along the general line of a wire fence North 84 Degrees 12 Minutes 29 Seconds East a distance of 652.19 feet to an existing ½" iron rod, found marking the Northwest corner of a called 2.09 acres tract conveyed to Billy W. Propes and recorded in Volume 1000 Page 492 RCGR;

THENCE with the West boundary line of said 2.09 acres tract South 08 Degrees 08 Minutes 44 Seconds East a distance of 177.66 feet to an existing ½" iron rod, found marking the Southwest corner of same;

THENCE with the South boundary line of said 2.09 acres North 87 Degrees 49 Minutes 19 Seconds East a distance of 349.64 feet to an existing ½" iron rod, found marking the Southeast corner of same and being in the Southwest corner of a lot conveyed to B. W. Propes and recorded in Volume 997 Page 502 RCGR;

THENCE with the South boundary line of said Propes Lot North 87 Degrees 15 Minutes 01 Seconds East a distance of 44.50 feet to an existing ½" iron pipe, found marking the Northwest corner of a lot recorded in Volume 834 Page 286;

THENCE with the West boundary line of said Lot South 09 Degrees 28 Minutes 14 Seconds East a distance of 110.76 feet to a ½" iron rod, found marking the Northwest corner of a lot recorded in Volume 1772 Page 702;

THENCE with the West boundary line of said Lot South 08 Degrees 27 Minutes 23 Seconds East a distance of 98.91 feet to a metal chain link fence corner post;

THENCE with the North boundary line of a called approximately one acre saved and excepted, around the residence of Annie Velena Propes, in Volume 1937 Page 497

RCGR South 87 Degrees 34 Minutes 04 Seconds West a distance of 27.23 feet to a ½" iron rod, set to mark the Northwest corner of same;

THENCE with West boundary line of said Propes lot South 05 Degrees 31 Minutes 55 Seconds East a distance of 202.02 feet to an existing 5/8" iron rod, found marking the Southwest corner of said Propes lot and being in the North right-of-way of said US Hwy No 79;

THENCE with the North right-of-way of said US Hwy No. 79 as follows:

South 60 Degrees 15 Minutes 43 Seconds West 20.06 feet to an existing concrete T51WT right-of-way monument, broken at the top. 70 feet from the centerline of same, and

South 66 Degrees 27 Minutes 26 Seconds West a distance of 79.71 feet to an existing ½" iron pipe, found in same and marking the Southeast corner of a called 0.34 acre tract recorded in Volume 915 Page 357 RCGR;

THENCE with the East boundary line of said 0.34 acre tract North 29 Degrees 04 Minutes 22 Seconds West a distance of 152.31 feet to an existing ½" iron pipe, found marking the Northeast corner of same;

THENCE with the North boundary line of said 0.34 acre tract South 61 Degrees 11 Minutes 51 Seconds West a distance of 100.02 feet to an existing car axle, found marking the Northwest corner of same and the Northeast corner of a lot recorded in Volume 2088 Page 822 RCGR;

THENCE with the North boundary line of various lots conveyed out of said 57.46 acres South 61 Degrees 02 Minutes 56 Seconds West a distance of 509.25 feet to an existing ½" iron rod, found marking the Southeast corner of said 9.3498 acres;

THENCE with the East boundary line of said 9.3498 acres North 37 Degrees 09 Minutes (Form T-7: Commitment for Title Insurance)
Southwest Land Title Insurance Company

SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   
a. THIS EXCEPTION IS HEREBY DELETED IN ITS ENTIRETY

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner Policy only.)

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

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

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

   a. Any and all easements and/or rights of way, visible or otherwise, over and across the property.

   b. Any portion of the property herein described which falls within the boundaries of any road or roadway.

   c. 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.

   d. Rights of Parties in Possession (Owner’s Policy Only)

   e. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein “Personal Restrictions”). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any documents listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded document and do not publish, state, or imply such personal restrictions or covenants are enforceable.

   f. All terms, conditions, and provisions of that certain Right of Way/Easement from Leroy L. and Annie Velasquez Propes to City of Henderson in instrument dated July 25, 1958, recorded in Volume 638, Page 498, of the Deed Records of Rusk County, Texas.

   g. All terms, conditions, and provisions of that certain Right of Way/Easement from L.L. and Annie Velasquez Propes to Southwestern Electric Power Company in instrument dated April 3, 1969, recorded in Volume 891, Page 179, of the Deed Records of Rusk County, Texas.

(Form T-7: Commitment for Title Insurance)
h. All terms, conditions, and provisions of that certain Right of Way/Easement from Annie Velan and Leroy Propes to City of Henderson in instrument dated April 3, 1969 recorded in Volume 932, Page 26, of the Deed Records of Rusk County, Texas.

i. 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.

j. Right of First Refusal set forth in document filed on November 17, 1955 and recorded in Volume 1937 of the 497 Property Records of Rusk, Texas.
Southwest Land Title Insurance Company

SCHEDULE C

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

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

2. Satisfactory evidence must be provided that:

   ---no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   ---all standby fees, taxes, assessments and charges against the property have been paid,

   ---all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property

   ---there is legal right of access to and from the land,

   ---(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. Payment of any and all taxes now due and payable up to and including the year 2019.


7. Clearance of all parties to transaction of the Specially Designated Nationals & Blocked Persons database. (PATRIOT ACT) Results: Searched for: Emanuel Glockzin; Result: NO MATCH FOUND.

(Form T-7: Commitment for Title Insurance)
8. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner. If any spouse is deceased, Company requires proof of probate or heirship for same. If any owner is divorced, Company requires a certified copy of divorce decree and property settlement agreement for same for review. Company may make additional requirements subsequent to review.

9. Affidavit as to Debts and Liens must be completed and returned to the Title Company prior to the issuance of the title policy. Title Company to provide form; document to be executed at closing.

10. Any lien or liens created in the instruments of conveyance and/or any security instruments will appear as the lien exceptions in the Owner's Title Policy and as the lien to be insured in Schedule A of the Mortgagee Title Policy, if one is issued.

11. NOTE: The policy of title insurance to be issued under this Commitment for Title Insurance provides for arbitration which is a common form of alternative dispute resolution. The rules of the Texas Department of Insurance allow you to request that such provisions be deleted from the policy at no additional charge to you. Unless you notify us prior to the settlement that you wish to have the arbitration provision deleted it will be in the policy which we issue you. (DOES NOT APPLY TO TEXAS RESIDENTIAL OWNERS POLICY OR INTERIM CONSTRUCTION BINDER.)

12. If this transaction involves one family member selling to another family member, regional underwriting approval is required.

13. If the subject property constitutes a part of the borrower's homestead, a valid lien on homestead is to be created.

14. Waiver of Inspection must be executed and returned to the Title Company, prior to the issuance of your Owner's Title Policy. Title Company to provide form; document to be executed at closing.

15. The Title Company requires an executed copy of HUD-1 Settlement Statement to be furnished prior to issuance of the policy.

16. Reminder: This commitment and the subsequent policy does not set out any liens of a general type or nature (i.e. Federal Tax Liens, Abstracts of Judgment, etc.) that may have heretofore been or hereinafter be filed against the proposed Named Insured.

17. Any restrictions, reservations, terms, covenants and stipulations contained in Deed from Seller to Buyer will appear as exceptions in the title policy.

18. Item 2 on Schedule B will be amended as stated above if the existing survey of the property is prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, or any encroachments, or any overlapping of improvements, OR, if using a survey more than sixty days old, the owner must furnish an Owner's Affidavit in recordable form stating that no changes, improvements, or other alterations have been made to the subject property subsequent to date of plat of existing survey.

(Form T-7: Commitment for Title Insurance)
19. Upon determination that the proposed insured property is being assessed for tax purposes other than agricultural and upon payment of the premium required for this amendment, Item 3, Schedule B of the Lender's Title Policy, will be amended to read as follows: "Tax for the year 2019 and subsequent years, not yet due and payable."

20. Effective May 1, 2019, the Texas Title Insurance Guaranty Association fee of $2.00 per owner and/or mortgagee title insurance policy issued must be collected and remitted to the Title Company issuing the policy.

21. In the event that the ad valorem tax certificates indicate seller/borrower is entitled to exemption(s), seller/borrower to furnish evidence to title examiner that exemption(s) still apply.

22. The Title Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

23. E-Recording is available for $8 per document plus normal recording fees in the following counties: Brazoria, Brazos, Collin, Galveston, Harrison, Henderson, Hood, Hunt, Kaufman, Lee, Leon, Nacogdoches, Parker, Potter, Randall, Rockwall, Smith and Williamson.

24. Title Company must approve the form of the Final Note and Lien.
25. In order to have title checked as current as possible, please request an update of this commitment at least 24 hours prior to closing.

Authorized Signatory For The Following:
Flowers Title Companies, LLC DBA
Arnold Abstract Company
Free State Abstract and Title Company
East Texas Title Company of Wood County
East Texas Title Company of Kaufman County
East Texas Title Company of Rains County
East Texas Title Company of Panola County
East Texas Title Company of Harrison County
East Texas Title Company of Marion County
East Texas Title Company of Gregg County
East Texas Title Company of Upshur County
East Texas Title Company of Smith County
East Texas Title Company of Cherokee County
East Texas Title Company
East Texas Title Companies
Attorney's Land and Title Company
Longview Title Company
Upshur County Title Company

(Form T-7: Commitment for Title Insurance)
Pursuant to the requirement of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of Southwest Land Title Insurance Company, as of December 31, 2018:

   As to Southwest Land Title Insurance Company, the Underwriter herein, the following disclosures are made as of September 4, 2018:

   A-1. Shareholders owning, controlling or holding, either personally or beneficially, 10% or more of the shares of Southwest Land Title Insurance Company as of the last day of the year preceding the date hereinabove set forth are as follows:

   Real Capital Holdings, Inc.

   A-2. The members of the Board of Directors of Southwest Land Title Insurance Company as of the last day of the year preceding the date hereinabove set forth are as follows:

   James M. Mansour, Jeffrey G. Kelley, Randall McFadden, and Robert C. Law.

   A-3. The four designated officers of Southwest Land Title Insurance Company as of the date hereinabove set forth are as follows:

   James M. Mansour, Chief Executive Officer; Jeffrey G. Kelley, Treasurer; Randall McFadden, Secretary

2. The following disclosures are made by East Texas Title Company the title agent issuing this commitment:

   Flowers Title Companies, LLC DBA Arnold Abstract Company
   East Texas Title Companies
   East Texas Title Company of Cherokee County
   East Texas Title Company of Harrison County
   East Texas Title Company of Marion County
   East Texas Title Company of Rains
   East Texas Title Company of Upshur
   Free State Abstract & Title Company
   Upshur County Title Company

   Attorney's Land and Title Company
   East Texas Title Company
   East Texas Title Company of Gregg County
   East Texas Title Company of Kaufman County
   East Texas Title Company of Panola County
   East Texas Title Company of Smith
   East Texas Title Company of Wood County
   Longview Title Company

   A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

   Celia C. Flowers
   Erica Hallmark

   A listing of each shareholder, owner, partner, or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

   The following is a list of its offices and directors:

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

4. You are further advised that the estimated title premium is:

   Owner's Policy
   Loan Policy
   Endorsement Charges

   $1,623.00
   $0.00
   $0.00

   -total $1,623.00

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

   AMOUNT TO WHOM FOR SERVICES
   $ (or %)

   ** 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.

   (Form T-7: Commitment for Title Insurance)
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE ______________________ DATE ______________________

(Form T-7: Commitment for Title Insurance)
Purpose of this Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of East Texas Title Company.

We may collect nonpublic personal information about you from the following sources:
- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

(Form T-7: Commitment for Title Insurance)
Southwest Land Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Southwest Land Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

- We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Some states give you the right to access and correct non-public person information. You may contact us in writing at our Home Office, if you state law gives you this right.

(Form T-7: Commitment for Title Insurance)
WARRANTY DEED
Rusk County, Texas

Date: August 30, 2002
Grantor: Donal Brooks and Glenda Brooks
2807 FM 225 S
Henderson, TX 75654

Grantee: Russell D. Marshall, as his separate non-homestead property
702 Slayton
Henderson, TX 75654

Consideration: Ten Dollars ($10.00) and other good and valuable consideration

Property (including any improvements):

13.357 acres, James Smith Survey, A-706, Rusk County, Texas, more particularly described on Exhibit "A" attached hereto, including, but not limited to, all interests of Grantor, if any, in (1) strips and acres, if any, between the property and any abutting properties, whether owned or claimed by Deed limitations or otherwise and whether located inside or outside the property; and (2) any land lying in or under the bed of any creek, stream, or waterway or highway, avenue, street, alley, road, easement or right-of-way, open or proposed, in, on, across, abutting, or adjacent to the Property.

Reservations From and Exceptions to Conveyance and Warranty:

a. All oil, gas and other minerals, including coal and lignite, are hereby expressly reserved and excepted from this conveyance.

b. All regulations of governmental authorities, and all easements and rights-of-way running across the Property, whether or not visible and apparent.

c. All reservations, restrictions, easements, and rights-of-way of record, including but not limited to the following:

d. The lien for taxes for the year 2002 and subsequent years.

e. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements.

f. The Property is sold AS IS, WHERE IS, WITH ALL FAULTS, LATENT OR PATENT, INCLUDING ENVIRONMENTAL OR SAFETY HAZARDS, AND WITHOUT WARRANTY OF MERCHANTABILITY OF FITNESS OF ANY KIND, EXPRESS OR IMPLIED.

h. Grantee by acceptance of this conveyance, agrees, binds and obligates himself to pay the 2002 ad valorem taxes on the herein described property.

i. The right of first refusal conveyed to Grantor in Paragraph 2 of Warranty Deed with Vendor's Lien dated November 17, 1995 from Annie Velan Propes to Grantor, recorded at 1957, Page 497, Land Records, Rusk County, Texas is excepted from this conveyance and reserved to Grantor.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, or successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Donal Brooks
Glenda Brooks
STATE OF TEXAS
COUNTY OF Hock

This instrument was acknowledged to me this 30 day of August, 2002, by
Donal R. Brooks and wife, Glenda Brooks.

LAPHEE CHAPMAN
Notary Public
My Commission Expires STATE OF TEXAS
My COMMISSION EXPIRES: 2002-06-03
EXHIBIT "A"  VOL  PAGE
2340  833

13.357 acres being the remainder of a called 57.46 acres as conveyed to Donald R. Brooks by Annie Velma Propes and recorded in Volume 1937 Page 497 of the Rock County Deed Books (RCDR), situated in the James Smith Survey A-703 on U.S. Hwy 70 South partially within the corporate limits of the City of Henderson, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an existing %" iron rod, found marking the Northeast corner of a 9.3498 acres tract recorded in Volume 2015 Page 34 RCDR and being in the North boundary line of said 57.46 acres;

THENCE with the North boundary line of said 57.46 acres along the general line of a wire fence North 84 Degrees 12 Minutes 30 Seconds East a distance of 652.19 feet to an existing %" iron rod, found marking the Northwest corner of a called 2.09 acres tract conveyed to Billy W. Propes and recorded in Volume 2069 Page 492 RCDR;

THENCE with the West boundary line of said 2.09 acres tract South 08 Degrees 08 Minutes 44 Seconds East a distance of 177.68 feet to an existing %" iron rod, found marking the Southwest corner of same;

THENCE with the South boundary line of said 2.09 acres North 87 Degrees 49 Minutes 19 Seconds East a distance of 519.64 feet to an existing %" iron rod, found marking the Southeast corner of same and being at the Southwest corner of a lot conveyed to B. W. Propes and recorded in Volume 997 Page 501 RCDR;

THENCE with the South boundary line of said Propes Lot North 87 Degrees 15 Minutes 01 Seconds East a distance of 44.50 feet to an existing %" iron pipe, found marking the Northwest corner of a lot recorded in Volume 834 Page 278;

THENCE with the West boundary line of said Lot South 09 Degrees 28 Minutes 14 Seconds East a distance of 100.76 feet to a %" iron rod, found marking the Northwest corner of a lot recorded in Volume 1772 Page 702;

THENCE with the West boundary line of said Lot South 08 Degrees 27 Minutes 23 Seconds East a distance of 98.03 feet to a metal chain link fence corner post;

THENCE with the North boundary line of a called approximately one acre saved and excepted, around the residence of Annie Velma Propes, in Volume 1937 Page 497 RCDR, South 87 Degrees 34 Minutes 04 Seconds West a distance of 27.23 feet to a %" iron rod, set to mark the Northwest corner of same;

THENCE with West boundary line of said Propes Lot South 05 Degrees 31 Minutes 55 Seconds East a distance of 262.00 feet to an existing %" iron rod, found marking the Southwest corner of said Propes lot and being in the North right-of-way of said US Hwy No. 79;

THENCE with the North right-of-way of said US Hwy No. 79 as follows:

South 60 Degrees 15 Minutes 43 Seconds West 20.06 feet to an existing concrete TxDOT right-of-way monument, broken at the top, 70 feet from the centerline of same, and

South 66 Degrees 27 Minutes 26 Seconds West a distance of 79.71 feet to an existing %" iron pipe, found in same and marking the Northwest corner of a called 0.34 acre tract recorded in Volume 913 Page 357 RCDR;

THENCE with the East boundary line of said 0.34 acre tract North 29 Degrees 04 Minutes 22 Seconds West a distance of 112.24 feet to an existing %" iron pipe, found marking the Northeast corner of same;

THENCE with the North boundary line of said 0.34 acre tract South 61 Degrees 11 Minutes 31 Seconds West a distance of 100.02 feet to an existing concrete pole, found marking the Northwest corner of same and the Northeast corner of a lot recorded in Volume 2088 Page 822 RCDR;

THENCE with the North boundary line of various lots conveyed out of said 57.46 acres South 61 Degrees 02 Minutes 56 Seconds West a distance of 509.25 feet to an existing %" iron rod, found marking the Southeast corner of said 9.3498 acres;

THENCE with the East boundary line of said 9.3498 acres North 37 Degrees 09 Minutes 58 Seconds West a distance of 942.05 feet to the BEGINNING and containing 13.357 acres.
## Multiple Site Information Form

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

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

---

### Table 1

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
</table>

*Only list if owner has owned <36 mos.*

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

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

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

If yes above, describe relationship:

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

  a. **Address**
  
  **Abbreviated Legal**
  
  **Acres**

  b. **Address**
  
  **Abbreviated Legal**
  
  **Acres**

  c. **Address**
  
  **Abbreviated Legal**
  
  **Acres**

---

### Table 2

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
</table>

*Only list if owner has owned <36 mos.*

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

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

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

If yes above, describe relationship:

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

  a. **Address**
  
  **Abbreviated Legal**
  
  **Acres**

  b. **Address**
  
  **Abbreviated Legal**
  
  **Acres**

  c. **Address**
  
  **Abbreviated Legal**
  
  **Acres**

---

If a revised form is submitted, date of submission:

---

2/27/2020
### Census Tract Information

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Contact Name for Previous Seller**

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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

- [ ]

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

- [ ]

**If yes above, describe relationship:**

- [ ]

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

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

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

- [ ]

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

- [ ]

**If yes above, describe relationship:**

- [ ]

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

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

If a revised form is submitted, date of submission:

- [ ]

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2/27/2020
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td></td>
</tr>
<tr>
<td>Address Abbreviated Legal</td>
<td>Address Abbreviated Legal</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship: ________________________________

| Contract includes more than one tract/lot. Address, legal description, and acreage are below. |
|-------------------------------------------------|-----------------|-----------------|---------|
| a. Address | Abbreviated Legal | Acres |
| b. Address | Abbreviated Legal | Acres |
| c. Address | Abbreviated Legal | Acres |

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

(Rows 141-439 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
**Elected Officials**

- Elected officials were identified in the Pre-Application, and there have been no changes. (If box above is checked, the rest of the form may be left BLANK.)
- Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.
- No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Senator</strong></td>
<td>District</td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
</tr>
<tr>
<td>City Mayor</td>
<td></td>
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<tr>
<td>County Judge</td>
<td></td>
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<tr>
<td>School Superintendent</td>
<td>District Name</td>
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<td></td>
<td>City</td>
</tr>
<tr>
<td>Presiding officer of Board of Trustees</td>
<td>Email</td>
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<tr>
<td></td>
<td>City</td>
</tr>
</tbody>
</table>

**Support Letter**

While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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<tbody>
<tr>
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</table>
Organizations were identified in the Pre-Application, and there have been no changes.
(If above is checked, the rest of the form may be left BLANK.)

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

No Pre-Application was submitted.

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

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

1. 

2. 

3. 

4. 

5. 

Neighborhood Organizations (Continued)
<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
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</tr>
<tr>
<td></td>
<td>Address</td>
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<td>9</td>
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<td>Phone</td>
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<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>
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
Part 4. Certification

By: [Signature]

Signature of Applicant/Development Owner

Elaina D. Glockzin

Printed Name

Texas

Notary Public, State of

Brazos

County of

[Date]

My Commission expires [Date]

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

[Notary Public Signature]

GIVEN UNDER MY HAND AND SEAL OF OFFICE this [Day] day of February, 2020

[Seal]
| Part 4. Certification | | |
|----------------------|-----------------|
| By:                 | Signature of Applicant/Development Owner | Date |
|                     | Elaina D. Glockzin |       |
| Printed Name        |                 | Date  |

<table>
<thead>
<tr>
<th>Texas</th>
<th>My Commission expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notary Public, State of</td>
<td></td>
</tr>
<tr>
<td>Brazos</td>
<td></td>
</tr>
<tr>
<td>County of</td>
<td></td>
</tr>
</tbody>
</table>

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 ___ day of February ___, 2020

Notary Public Signature

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

<table>
<thead>
<tr>
<th>New Construction</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>

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

Previous TDHCA #: If applicable
If Acquisition/Rehab or Rehab, original construction year:
If Reconstruction,
Units Demolished
Units Reconstructed

2. The Target Population will be:

<table>
<thead>
<tr>
<th>Elderly</th>
</tr>
</thead>
</table>

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

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

- Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
- Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
  Selection is based on funding from (select from list):

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

Certification for Supportive Housing Applications

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

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

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

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

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

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

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

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

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

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

Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;

Documentation of how resident feedback has been incorporated into Development design;

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

Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;

Documentation of how resident feedback has been incorporated into Development design;

Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;

Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

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

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

Staff Determinations regarding definitions of development activity obtained?

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

Narrative

The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.

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

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

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

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

If a revised form is submitted, date of submission: ____________________________
HWY 79 Senior Living is a proposed New Construction development to have seventy-two (72) units; to be located on 13.357 acres off HWY 79 in Henderson, Rusk County, Texas. The development will serve the Elderly population and there will be sixty-one (61) units that will be income restricted under the Housing Tax-Credit program and there will be eleven (11) market rate units. There will be a thirty-six (36) one bedroom units and thirty-six (36) two bedroom units. The units will each have amenities such as washer and dryer connections, carpet and vinyl flooring, refrigerator, range, disposal and window coverings. There will also be a furnished community room, a community laundry room, gazebo with sitting area, horseshoe pit and pavilion with barbeque grills and picnic tables.

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,056,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)
Identify any and all set-asides the application will be applying under with an "x".
Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

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

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

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

7. Previously Awarded State and Federal Funding
Has this site/activity previously applied for TDHCA funds? No
Has this site/activity previously received TDHCA funds? No
If "Yes" Enter Project Number: and TDHCA funding source:
Has this site/activity previously received non-TDHCA federal funding?
If yes, source: 

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

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

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

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

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

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</td>
<td></td>
</tr>
</tbody>
</table>

X 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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

and

X Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

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

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

Self Score Total: 132

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

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points)
  - Points claimed: 6

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

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

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

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

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

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

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

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

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

- Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000
  - Direct Loan Points: 0

- Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000
  - Direct Loan Points: 0

- Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000
  - Direct Loan Points: 0

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

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

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

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
  - Points claimed here will appear on the MFDL Self Score tab.

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

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

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

B. Development proposed in all other areas.

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

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

OR (DO NOT COMPLETE BOTH)

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

OR

D. Development proposed in all other areas.
   - The Average Income for the proposed Development will be 55% or lower (15 points).
   - The Average Income for the proposed Development will be 56% or lower (13 points).
   - The Average Income for the proposed Development will be 57% or lower (11 points).

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

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

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

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(2)]
   - Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points)
   - Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

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

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

Application is seeking points for Residents with Special Housing Needs. Points Claimed: 3

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

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

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

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

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

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

- Application is eligible for five (5) points.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
</tr>
<tr>
<td>X</td>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
</tr>
<tr>
<td>X</td>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.</td>
</tr>
</tbody>
</table>
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 1715I)
   - 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
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: 

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

- 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:

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

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

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

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

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?
Are all the buildings currently under control by the Development Owner?

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>
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</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></td>
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</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.
Occupied Developments

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

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

AND

- UPLOAD SEPARATELY FROM THE APPLICATION, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; ($2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. ($2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: [if not, skip the remainder of this section] https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
- Number of housing units (including Manufactured Housing Units) on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of businesses on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of nonprofit organizations on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of farms on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

Each of the following items, as applicable, is provided behind this tab:

- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).
The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 (“Section 104(d)), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

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

The purpose and goals of the RARAP is to:

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

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

Signature of Applicant

Printed Name

Date

Relocation Certification for Direct Loan Applications

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

Check all that apply:

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

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

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

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

The purpose and goals of the RARAP is to:

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

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

Signature of Applicant

Printed Name

Date
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.**
## SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

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

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

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

### Development will have:

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

### Number of ParkingSpaces (consistent with Architectural Drawings):

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

### Floor Composition/Wall Height:

- % Carpet/Vinyl/Resilient Flooring
- % Ceramic Tile
- % Other

### Building Configuration (Check all that apply):

- Free
- Paid

### Number of Elevators

- # of Elevators
- Wt. Capacity

---

### Table: Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Buildings</th>
<th>Number of Stories</th>
<th>Number of Units Per Building</th>
<th>Total # of Residential Buildings</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>896</td>
<td>6</td>
<td>1</td>
<td>4</td>
<td>12</td>
<td>36</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>1</td>
<td>1,176</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>42,336</td>
</tr>
</tbody>
</table>

### Totals

- Number of Units: 48
- Number of Residential Buildings: 12
- Total Sq. Ft for Unit Type: 74,592

---

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

Enter Total Development Common Area as specified on Architect Certification: 74,592

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.

---

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

Enter Total Development Common Area as specified on Architect Certification: 74,592

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)

---

2/27/2020
Accessible Mobility Units Calculation

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

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

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>72</td>
<td>5%</td>
<td>3.6</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (896 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>2/1 (1176 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>72</td>
<td>3.6</td>
<td>3.6</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Printed Name: [Name]

Date: [Date]

Firm Name (If applicable): [Firm Name]

2/21/2020
Accessible Hearing/Visual Units Calculation

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

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

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

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1 (896 sqft)</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (1176 sqft)</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>72</td>
<td>1.44</td>
<td>2</td>
</tr>
</tbody>
</table>

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

EXEMPLARY

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

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

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

By: [Signature]  [Printed Name]

Date: [2-24-2020]  Firm Name (if applicable)

2/21/2020
Accessible Parking Calculation

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

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

Instructions for Submitting Accessible Parking Information

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

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

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

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

When parking spaces are in more than one parking lot:

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

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


Accessible Parking for Facilities and Amenities

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

Amenity: Identification of amenity, or amenities of a group, that the APS serves
Office, etc.: Office and Community

Amenity 1:

Amenity 2:

Amenity 3:

Amenity 4:

Amenity 5:

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

2/21/2020
## Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Total dwelling Units in the Development:</th>
<th>72</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total surface parking spaces (including non-residential):</td>
<td>187</td>
</tr>
<tr>
<td>Total carports (including non-residential):</td>
<td>0</td>
</tr>
<tr>
<td>Total garages (including non-residential):</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total parking spaces of all types: Calculated from above:</th>
<th>187</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total APSs that serve non-residential purposes (i.e., office, amenities, etc.): Calculated on prior page:</td>
<td>2</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units: Calculated from above:</td>
<td>185</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above:</td>
<td>4</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above:</td>
<td>113</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit: Calculated from above:</td>
<td>3</td>
</tr>
<tr>
<td>Total APSs required (including dwelling units and facilities/amenities): Calculated from above:</td>
<td>9</td>
</tr>
</tbody>
</table>

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

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

- Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 9
- Minimum number of carports that must be APSs: 2
- Number of garages that must be APSs: 2

### APSs that Must Be Van Spaces

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

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

**Signature**

Harry Bostic

**Date:** 2-26-2020

2/25/2020
### 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".

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

- Application Fee = POTENTIAL GROSS MONTHLY INCOME
- Provision for Vacancy & Collection Loss = % of Potential Gross Income
- Rental Concessions (enter as a negative number)

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th>HTC Units</th>
<th>MFDL HOME Units</th>
<th>MFDL -NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</th>
<th># of Units</th>
<th># of Bed-rooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>1</td>
<td>1.0</td>
<td>896</td>
<td>4,480</td>
<td>340</td>
<td>53</td>
<td>287</td>
<td>1,435</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>1</td>
<td>1.0</td>
<td>896</td>
<td>6,272</td>
<td>568</td>
<td>53</td>
<td>515</td>
<td>3,605</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19</td>
<td>1</td>
<td>1.0</td>
<td>896</td>
<td>17,024</td>
<td>681</td>
<td>53</td>
<td>628</td>
<td>11,932</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>1</td>
<td>1.0</td>
<td>896</td>
<td>4,480</td>
<td>681</td>
<td>681</td>
<td>681</td>
<td>3,405</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>2</td>
<td>1.0</td>
<td>1176</td>
<td>7,056</td>
<td>408</td>
<td>66</td>
<td>342</td>
<td>2,052</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>1.0</td>
<td>1176</td>
<td>9,408</td>
<td>681</td>
<td>66</td>
<td>615</td>
<td>4,920</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
<td>2</td>
<td>1.0</td>
<td>1176</td>
<td>18,816</td>
<td>817</td>
<td>66</td>
<td>751</td>
<td>12,016</td>
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<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>2</td>
<td>1.0</td>
<td>1176</td>
<td>7,056</td>
<td>817</td>
<td>817</td>
<td>817</td>
<td>4,902</td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>Non Rental Income</th>
<th>$10.00 per unit/month</th>
<th>720</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>$0.00 per unit/month</td>
<td>720</td>
</tr>
<tr>
<td>Application Fee</td>
<td></td>
<td>720</td>
</tr>
</tbody>
</table>

**= POTENTIAL GROSS MONTHLY INCOME**

44,987

**= EFFECTIVE GROSS MONTHLY INCOME**

41,613

**x 12 = EFFECTIVE GROSS ANNUAL INCOME**

499,356

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

#### HOUSING

<table>
<thead>
<tr>
<th>TC %</th>
<th>% of Li</th>
<th>% of Total</th>
<th>HTC Li Total</th>
<th>EO</th>
<th>MR</th>
<th>MR Total</th>
<th>Total HTC Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30%</td>
<td>18%</td>
<td>15%</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50%</td>
<td>25%</td>
<td>21%</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60%</td>
<td>57%</td>
<td>49%</td>
<td>35</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### TAX CREDITS

<table>
<thead>
<tr>
<th>HTC LI Total</th>
<th>EO</th>
<th>MR</th>
<th>MR Total</th>
<th>Total HTC Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### DIRECT LOAN (NHTF)

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

#### MORTGAGE REVENUE

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

#### BOND

<table>
<thead>
<tr>
<th>MRB Li Total</th>
<th>MRBMR</th>
<th>MRBMR Total</th>
<th>MRB Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

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

#### OTHER

<table>
<thead>
<tr>
<th>Total OT Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
</tr>
</tbody>
</table>

### BEDROOMS

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>36</td>
<td>36</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

---

**ACQUISITION + HARD**

<table>
<thead>
<tr>
<th>Cost Per Sq. Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 109.32$</td>
</tr>
</tbody>
</table>

**HARD**

<table>
<thead>
<tr>
<th>Cost Per Sq. Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 109.32$</td>
</tr>
</tbody>
</table>

**BUILDING**

<table>
<thead>
<tr>
<th>Cost Per Sq. Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 76.25$</td>
</tr>
</tbody>
</table>

---

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$13</td>
<td>$16</td>
<td></td>
<td></td>
<td></td>
<td>Tatum Housing Authority</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 3</td>
<td>$ 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$10</td>
<td>$12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$15</td>
<td>$19</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$12</td>
<td>$15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td>$ -</td>
<td>$53.0</td>
<td>$66.0</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

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

2/27/2020
### Utilities for Tenant-Furnished Utilities and Other Services

#### Tatum, Texas

**Location:**

**Utility or Service** | **0 BR** | **1 BR** | **2 BR** | **3 BR** | **4 BR** | **5 BR** |
--- | --- | --- | --- | --- | --- | --- |
**Heating**<br>a. Natural Gas | 6 | 7 | 8 | 10 | 13 | 14 |
b. Bottle Gas | | | | | | |
c. Oil / Electric | 10 | 13 | 16 | 20 | 23 | 28 |
d. Coal / Other | | | | | | |
**Cooling**<br>a. Natural Gas | 1 | 2 | 3 | 4 | 4 | 5 |
b. Bottle Gas | | | | | | |
c. Oil / Electric | 2 | 3 | 4 | 5 | 6 | 7 |
d. Coal / Other | | | | | | |
**Other Electric** | 7 | 10 | 12 | 16 | 20 | 24 |
**Air Conditioning** | 11 | 15 | 19 | 23 | 29 | 35 |
**Water Heating**<br>a. Natural Gas | 5 | 7 | 9 | 11 | 14 | 18 |
b. Bottle Gas | | | | | | |
c. Oil / Electric | 9 | 12 | 15 | 18 | 22 | 28 |
d. Coal / Other | | | | | | |
**Water** | 18 | 18 | 28 | 33 | 38 | 48 |
**Sewer** | 11 | 11 | 15 | 17 | 19 | 23 |
**Trash Collection** | 19 | 19 | 19 | 19 | 19 | 19 |
**Range/Microwave** | 10 | 10 | 10 | 10 | 10 | 10 |
**Refrigerator** | 10 | 10 | 10 | 10 | 10 | 10 |
**Other -- specify** | CC - 20.45/8.00 | CC - 20.45/8.00 | CC - 20.45/8.00 | CC - 20.45/8.00 | CC - 20.45/8.00 | CC - 20.45/8.00 |

**Actual Family Allowances:** To be used by the family to compute allowance. Complete below for the actual unit rented.

**Name of Family:**

**Address of Unit:**

**Number of Bedrooms:**

---

**Previous editions are obsolete**

---

**Utility or Service** | **per month cost**
--- | ---
**Heating** | $53
**Cooling** | $61
**Other Electric** | $0
**Air Conditioning** | $82
**Water Heating** | $18
**Water** | $0
**Sewer** | $0
**Trash Collection** | $0
**Range/Microwave** | $0
**Refrigerator** | $0
**Other** | $0
**Total** | $0

---

**Form HUD-52837 (04/15)**

**ref. Handbook 7420.8**
## ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 2,200</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$ 24,200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management Fee</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Effective Gross Income</td>
<td>4.99%</td>
</tr>
<tr>
<td>Total</td>
<td>$ 24,900</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
</tr>
<tr>
<td>Maintenance</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Payroll Taxes</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$ 9,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$ 8,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$ 52,000</td>
</tr>
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<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
</tr>
<tr>
<td>Natural gas</td>
</tr>
<tr>
<td>Trash</td>
</tr>
<tr>
<td>Water/Sewer</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Total Utilities:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Property Insurance:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per net rentable square foot:</td>
<td>$ 0.43</td>
</tr>
<tr>
<td>Total</td>
<td>$ 32,000</td>
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<table>
<thead>
<tr>
<th>Property Taxes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td>Total Property Taxes:</td>
<td>$ 50,000</td>
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<table>
<thead>
<tr>
<th>Reserve for Replacements:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit:</td>
<td>$ 250</td>
</tr>
<tr>
<td>Total</td>
<td>$ 18,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$ 7,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$ 2,880</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$ 12,880</td>
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<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Expense per unit:</td>
<td>$ 4508</td>
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<tr>
<td>Total</td>
<td>$ 324,580</td>
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<table>
<thead>
<tr>
<th>Net Operating Income (before debt service)</th>
<th></th>
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<tbody>
<tr>
<td>Expense to Income Ratio:</td>
<td>65.00%</td>
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<tr>
<td>Total</td>
<td>$ 174,776</td>
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<table>
<thead>
<tr>
<th>Annual Debt Service</th>
<th></th>
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<tbody>
<tr>
<td>Bank Loan</td>
<td>$ 130,073</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
</tr>
<tr>
<td>Total Annual Debt Service</td>
<td></td>
</tr>
<tr>
<td>Debt Coverage Ratio:</td>
<td>1.34</td>
</tr>
<tr>
<td>Total</td>
<td>$ 130,073</td>
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</table>

<table>
<thead>
<tr>
<th>Net Cash Flow</th>
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</thead>
<tbody>
<tr>
<td>Total</td>
<td>$ 44,703</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [ ]

2/27/2020
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<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 Rent Income</td>
<td>$531,204</td>
<td>$541,828</td>
<td>$552,665</td>
<td>$563,718</td>
<td>$574,992</td>
<td>$634,838</td>
<td>$700,912</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$8,640</td>
<td>$8,813</td>
<td>$8,989</td>
<td>$9,169</td>
<td>$9,352</td>
<td>$10,326</td>
<td>$11,400</td>
</tr>
<tr>
<td>Potential Gross Annual Income</td>
<td>$539,844</td>
<td>$550,641</td>
<td>$561,654</td>
<td>$572,887</td>
<td>$584,345</td>
<td>$645,164</td>
<td>$712,313</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>$499,356</td>
<td>$509,343</td>
<td>$519,530</td>
<td>$520,920</td>
<td>$520,519</td>
<td>$596,776</td>
<td>$658,889</td>
</tr>
</tbody>
</table>

**EXPENSES**

| General & Administrative Expenses      | $24,200     | $24,296     | $25,674     | $26,444     | $27,237     | $31,576     | $36,605     |
| Management Fee                         | $24,900     | $25,398     | $25,906     | $26,424     | $26,953     | $29,758     | $32,855     |
| Payroll, Payroll Tax & Employee Benefits | $65,600    | $67,980     | $70,019     | $72,120     | $74,284     | $86,115     | $99,831     |
| Repairs & Maintenance                  | $52,000     | $53,560     | $55,167     | $56,822     | $58,526     | $67,848     | $76,655     |
| Electric & Gas Utilities               | $13,600     | $14,008     | $14,428     | $14,861     | $15,307     | $17,745     | $20,571     |
| Water, Sewer & Trash Utilities        | $31,000     | $31,930     | $32,888     | $33,875     | $34,891     | $40,448     | $46,890     |
| Annual Property Insurance Premiums     | $32,000     | $32,960     | $33,949     | $34,967     | $36,016     | $41,753     | $48,403     |
| Property Tax                           | $50,000     | $51,500     | $53,045     | $54,636     | $56,275     | $65,239     | $75,629     |
| Reserve for Replacements               | $18,000     | $18,540     | $19,096     | $19,669     | $20,259     | $23,486     | $27,227     |
| Other Expenses                         | $12,880     | $13,266     | $13,664     | $14,074     | $14,497     | $16,805     | $19,482     |
| **TOTAL ANNUAL EXPENSES**               | $324,580    | $334,068    | $343,836    | $353,893    | $364,245    | $420,772    | $486,148    |
| Net Operating Income                   | $174,776    | $175,274    | $175,693    | $176,028    | $176,274    | $176,004    | $172,741    |

**DEBT SERVICE**

| First Deed of Trust Loan Annual Payment | 130,073 | 130,073 | 130,073 | 130,073 | 130,073 | 130,073 | 130,073 | 130,073 |
| Second Deed of Trust Loan Annual Payment |         |         |         |         |         |         |         |         |
| Third Deed of Trust Loan Annual Payment |         |         |         |         |         |         |         |         |
| Other Annual Required Payment          |         |         |         |         |         |         |         |         |
| Other Annual Required Payment          |         |         |         |         |         |         |         |         |
| **ANNUAL NET CASH FLOW**                | $44,703  | $45,201  | $45,620  | $45,955  | $46,201  | $45,931  | $42,668  |
| **CUMULATIVE NET CASH FLOW**            | $44,703  | $89,904  | $135,524 | $181,479 | $227,680 | $458,009 | $679,507 |

| Debt Coverage Ratio                     | 1.34      | 1.35      | 1.35      | 1.35      | 1.36      | 1.35      | 1.33      |
| Other (Describe)                        |           |           |           |           |           |           |           |
| Other (Describe)                        |           |           |           |           |           |           |           |

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

Matthew Woods
Printed Name
2/18/2020
Date

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/18/2020
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

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<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>$531,204</td>
<td>$541,828</td>
<td>$552,665</td>
<td>$563,718</td>
<td>$574,992</td>
<td>$634,838</td>
<td>$700,912</td>
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<td>$8,989</td>
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<td>$10,326</td>
<td>$11,400</td>
</tr>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$550,641</td>
<td>$561,654</td>
<td>$572,887</td>
<td>$584,345</td>
<td>$645,164</td>
<td>$712,313</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>$499,356</td>
<td>$509,343</td>
<td>$519,530</td>
<td>$529,920</td>
<td>$540,519</td>
<td>$596,776</td>
<td>$658,889</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$24,200</td>
<td>$24,926</td>
<td>$25,674</td>
<td>$26,444</td>
<td>$27,237</td>
<td>$29,758</td>
<td>$32,855</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$24,900</td>
<td>$25,398</td>
<td>$25,906</td>
<td>$26,424</td>
<td>$26,953</td>
<td>$29,758</td>
<td>$32,855</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$66,000</td>
<td>$67,980</td>
<td>$70,019</td>
<td>$72,120</td>
<td>$74,284</td>
<td>$74,284</td>
<td>$74,284</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$24,900</td>
<td>$25,398</td>
<td>$25,906</td>
<td>$26,424</td>
<td>$26,953</td>
<td>$29,758</td>
<td>$32,855</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$24,900</td>
<td>$25,398</td>
<td>$25,906</td>
<td>$26,424</td>
<td>$26,953</td>
<td>$29,758</td>
<td>$32,855</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$66,000</td>
<td>$67,980</td>
<td>$70,019</td>
<td>$72,120</td>
<td>$74,284</td>
<td>$74,284</td>
<td>$74,284</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$66,000</td>
<td>$67,980</td>
<td>$70,019</td>
<td>$72,120</td>
<td>$74,284</td>
<td>$74,284</td>
<td>$74,284</td>
</tr>
<tr>
<td>Total Annual Property Insurance Premiums</td>
<td>$32,000</td>
<td>$32,960</td>
<td>$33,949</td>
<td>$34,967</td>
<td>$36,016</td>
<td>$41,753</td>
<td>$48,403</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$32,000</td>
<td>$32,960</td>
<td>$33,949</td>
<td>$34,967</td>
<td>$36,016</td>
<td>$41,753</td>
<td>$48,403</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$32,000</td>
<td>$32,960</td>
<td>$33,949</td>
<td>$34,967</td>
<td>$36,016</td>
<td>$41,753</td>
<td>$48,403</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$12,800</td>
<td>$13,266</td>
<td>$13,664</td>
<td>$14,074</td>
<td>$14,497</td>
<td>$16,805</td>
<td>$19,482</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$324,580</td>
<td>$334,068</td>
<td>$343,836</td>
<td>$353,893</td>
<td>$364,245</td>
<td>$420,772</td>
<td>$486,148</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$174,776</td>
<td>$175,274</td>
<td>$175,693</td>
<td>$176,028</td>
<td>$176,274</td>
<td>$176,004</td>
<td>$172,741</td>
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<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<th></th>
<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>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$44,703</td>
<td>$45,201</td>
<td>$45,620</td>
<td>$45,955</td>
<td>$46,201</td>
<td>$45,931</td>
<td>$42,668</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$44,703</td>
<td>$45,201</td>
<td>$45,620</td>
<td>$45,955</td>
<td>$46,201</td>
<td>$45,931</td>
<td>$42,668</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$44,703</td>
<td>$89,904</td>
<td>$135,524</td>
<td>$181,479</td>
<td>$227,680</td>
<td>$458,009</td>
<td>$679,507</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.34</td>
<td>1.35</td>
<td>1.35</td>
<td>1.35</td>
<td>1.36</td>
<td>1.35</td>
<td>1.33</td>
</tr>
</tbody>
</table>

| Other (Describe)                     |         |         |         |         |         |         |         |
| Other (Describe)                     |         |         |         |         |         |         |         |

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>A.</th>
<th>Activity</th>
<th>B.</th>
<th>Labor or Unit Price</th>
<th>C.</th>
<th>Materials or # of Units</th>
<th>D.</th>
<th>Total Construction Costs</th>
<th>E.</th>
<th>Acquisition Costs</th>
<th>F.</th>
<th>Engineering / Architectural Costs</th>
<th>G.</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Lines 35-37 Hidden**

**Signature of Registered Engineer responsible for Budget Justification**

**Date**

If a revised form is submitted, date of submission:

**Seal**
**Site Work Cost Breakdown**

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
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<td>$ -</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Printed Name

Seal

2/27/2020
# Off-Site Cost Breakdown

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

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

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

- **Column D:** To arrive at total construction costs in Column D:
- **Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.
- **Column F:** Engineering/architectural costs must be broken out by the offsite work activity.
- **Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

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

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

<table>
<thead>
<tr>
<th>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>Detention</td>
<td>$30,000/LS</td>
<td>1 LS</td>
<td>$30,000</td>
<td></td>
<td>$2,400</td>
<td>$32,400</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$8/CY</td>
<td>10,000 CY</td>
<td>$80,000</td>
<td></td>
<td>$6,400</td>
<td>$86,400</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$10/CY</td>
<td>2,000 CY</td>
<td>$20,000</td>
<td></td>
<td>$1,600</td>
<td>$21,600</td>
</tr>
<tr>
<td>On-Site Concrete</td>
<td>$40/SY</td>
<td>40 SY</td>
<td>$200,000</td>
<td></td>
<td>$16,000</td>
<td>$216,000</td>
</tr>
<tr>
<td>On-Site Electrical</td>
<td>$25/LF</td>
<td>25 LF</td>
<td>$100,000</td>
<td></td>
<td>$8,000</td>
<td>$108,000</td>
</tr>
<tr>
<td>On-Site Paving</td>
<td>$40/SY</td>
<td>40 SY</td>
<td>$250,000</td>
<td></td>
<td>$20,000</td>
<td>$270,000</td>
</tr>
<tr>
<td>On-Site Utilities</td>
<td>$50/LF</td>
<td>50 LF</td>
<td>$290,000</td>
<td></td>
<td>$23,200</td>
<td>$313,200</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$20,000/LS</td>
<td>1 LS</td>
<td>$20,000</td>
<td></td>
<td>$1,600</td>
<td>$21,600</td>
</tr>
<tr>
<td>Wheel Stops, Striping and Signs</td>
<td>$10,000/LS</td>
<td>1 LS</td>
<td>$10,000</td>
<td></td>
<td>$800</td>
<td>$10,800</td>
</tr>
</tbody>
</table>

**Total**                                                                                                           $1,000,000

**Signature of Registered Engineer responsible for Budget Justification**

Jeffery L. Robertson

Printed Name

02-14-2019

Date

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

If a revised form is submitted, date of submission:

2/27/2020
# 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><strong>Cost</strong></td>
<td><strong>Acquisition</strong></td>
</tr>
</tbody>
</table>

## ACQUISITION

- Site acquisition cost
- Existing building acquisition cost
- Closing costs & acq. legal fees
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1

**Subtotal Acquisition Cost**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$250,000</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

## OFF-SITES

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

**Subtotal Off-Sites Cost**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

## SITE WORK

- Demolition
- Asbestos Abatement (Demolition Only)
- Detention
- Rough grading
- Fine grading
- On-site concrete
- On-site electrical
- On-site paving
- On-site utilities
- Decorative masonry
- Bumper stops, striping & signs
- Other (specify) - see footnote 1

**Subtotal Site Work Cost**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>$0</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

## SITE AMENITIES

- Landscaping
- Pool and decking
- Athletic court(s), playground(s)
- Fencing
- Other (specify) - see footnote 1

**Subtotal Site Amenities Cost**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$125,000</td>
<td>$0</td>
<td>$125,000</td>
</tr>
</tbody>
</table>

ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).
<table>
<thead>
<tr>
<th>Building Costs*</th>
<th>1,000,000</th>
<th>1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>300,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,200,000</td>
<td>1,200,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>356,600</td>
<td>356,600</td>
</tr>
<tr>
<td>Equipment</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>986,000</td>
<td>986,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>700,000</td>
<td>700,000</td>
</tr>
</tbody>
</table>

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

**Other (specify) - see footnote 1**

| Subtotal Building Costs Before 11.9(e)(2) | $5,687,600 |
| Voluntary Eligible Building Costs (After 11.9(e)(2))* | $76.25 psf | $5,687,600 |

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.

**If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.**
### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>489,900</td>
<td>489,900</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Survey</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
<td></td>
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<tr>
<td>Hazard &amp; liability insurance</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
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<tr>
<td>Tenant Relocation</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</table>

**Subtotal Soft Cost**

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</tr>
</thead>
<tbody>
<tr>
<td>$829,900</td>
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### FINANCING:

#### CONSTRUCTION LOAN(S)

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<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
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<td>80,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>Credit Report</td>
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<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>30,000</td>
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</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>10,000</td>
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<tr>
<td>Bond premium</td>
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<tr>
<td>Credit report</td>
<td></td>
<td></td>
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<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
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<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
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<td></td>
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<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
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</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
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<tr>
<td>Tax and/or bond counsel</td>
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</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>$95,000</td>
</tr>
<tr>
<td>Performance bonds</td>
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</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>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
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</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**

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>$478,000</td>
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<tr>
<td>$328,000</td>
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</tbody>
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### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>$96,000</td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,396,000</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$1,396,000</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.99%</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>$400,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>$230,000</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></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**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$630,000</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$0</td>
</tr>
</tbody>
</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11,738,330</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$10,708,330</td>
</tr>
</tbody>
</table>

*The following calculations are for HTC Applications only.*

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

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>84.72%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$11,793,726</td>
</tr>
<tr>
<td>Applicable Percentage§</td>
<td>9.00%</td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>$1,061,435</td>
</tr>
<tr>
<td>Credit Request (from 17. Development Narrative)</td>
<td>$1,056,000</td>
</tr>
</tbody>
</table>

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

12

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

Name of contact for Cost Estimate: Emanuel H. Glockzin, Jr.

Phone Number for Contact: 979-846-8878

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

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
</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>Prosperity Bank</td>
<td>Conventional Loan</td>
<td>$2,248,843</td>
<td>4.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boston Capital</td>
<td>HTC</td>
<td>$1,056,000</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td>Commonwealth Development</td>
<td>$197,616</td>
<td>$</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td></td>
<td>$11,738,330</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td></td>
<td>$11,738,330</td>
<td>$</td>
</tr>
</tbody>
</table>
INSTRUCTIONS

Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and 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).

HWY 79 Senior Living will be financed with a combination of Housing Tax Credits, a conventional bank loan, a financial commitment from the City of Henderson in the form of a Resolution for a reduction of $250 towards water/sewer tap fees, and also a deferred developer fee. Boston Capital will be the Tax Credit Investor and their attached term letter reflects a $.88 acquisition price for a total equity contribution of $9,291,871. Prosperity Bank has issued a commitment letter for a Conventional Loan in the amount of $2,248,843 for 30 years with a term of fifteen at an interest rate of 4% and a 1 year interim construction loan. This bank loan will assume the first lien position. There will also be a deferred development fee in the amount of $197,616 which will be payable to the developer Commonwealth Development, Inc., and will be paid from cash flow.

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.

A replacement reserve will be funded in the amount of at least $250 per unit per year, or such greater amount as may be required pursuant to the application loan documents.

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.

Properties rent will be collected at the first of the month and will be considered late on the 5th in which late fees will be charged. HWY 79 Senior Living rents are based on 30%, 50%, 60% and market rate units. HWY 79 Senior Living will not have operating subsidies or project-based assistance but will accept HUD vouchers from qualified tenants. Timeline - 9% HTC Application due 2/28/20, Market Study due 4/1/20, 9% HTC Awards 7/31/2020, Closing of Land 9/30/2020, Finance, Limited Partnership and Loan Closing, Building Permits and Start Construction by November 30, 2020, Begin Lease Up October, 2021 and 100% Lease and Complete by December, 2021.

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.

Matthew M. Woods
Signature, Authorized Representative, Construction or Permanent Lender

Printed Name: Matthew Woods
Date: 2/18/2020

Telephone: 979-731-1757
Email address: Matthew.Woods@ProsperityBank-USA.com

If a revised form is submitted, date of submission: 2/18/2020
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).

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

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone:

Email address:

If a revised form is submitted, date of submission:  

2/27/2020
Financial Capacity (10 TAC §13.8(c)(8))

If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application **must** include:

- A letter from a Third Party Certified Public Accountant verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; OR
- Evidence of a line of credit or equivalent tool in the sole determination of the Department equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(9))

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **must** provide:

- equity in an amount not less than 10% of Total Housing Development Costs; and
- evidence through submission of this Application that the Direct Loan amount requested is not greater than 80% of the Total Housing Development Costs.

Owner Equity Requirements for ALL Applications (10 TAC §11.204(7)(C))

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match as required by the applicable NOFA must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(9) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td>$</td>
<td>N/A</td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>

2/27/2020
### Finance Scoring (for Competitive HTC Applications ONLY)

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

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

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

**Total Points Claimed:** 1

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

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

**Total Points Claimed:** 26

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

- Percent of Units restricted to serve households at or below 30% of AMGI: 15.28%
- HTC funding request as a percent of Total Housing Development Cost: 9.00%

**Eligibility for points:**

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

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

**Total Points Claimed:** 3

---

2/27/2020
**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.

- [n/a] Evidence of any Gap Financing, terms included
- [n/a] Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [n/a] 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)]
- [n/a] Evidence of Rental Assistance/Subsidy
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 35 – Supporting Documentation

- Executed Pro Forma from Permanent or Construction Lender
### 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 project 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>$531,204</td>
<td>$541,828</td>
<td>$552,665</td>
<td>$563,718</td>
<td>$574,992</td>
<td>$634,838</td>
<td>$700,912</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$8,640</td>
<td>$8,813</td>
<td>$8,899</td>
<td>$9,169</td>
<td>$9,352</td>
<td>$10,326</td>
<td>$11,400</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$539,844</td>
<td>$550,641</td>
<td>$561,654</td>
<td>$572,887</td>
<td>$584,345</td>
<td>$645,164</td>
<td>$712,313</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>$499,356</td>
<td>$509,343</td>
<td>$519,530</td>
<td>$529,920</td>
<td>$540,519</td>
<td>$596,776</td>
<td>$658,889</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>$24,200</td>
<td>$24,926</td>
<td>$25,674</td>
<td>$26,444</td>
<td>$27,237</td>
<td>$31,576</td>
<td>$36,605</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$24,900</td>
<td>$25,398</td>
<td>$25,906</td>
<td>$26,424</td>
<td>$26,953</td>
<td>$29,758</td>
<td>$32,855</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$66,000</td>
<td>$67,980</td>
<td>$70,019</td>
<td>$72,120</td>
<td>$74,284</td>
<td>$86,115</td>
<td>$99,831</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$52,000</td>
<td>$53,560</td>
<td>$55,167</td>
<td>$56,822</td>
<td>$58,526</td>
<td>$67,848</td>
<td>$78,655</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$13,800</td>
<td>$14,006</td>
<td>$14,248</td>
<td>$14,861</td>
<td>$15,307</td>
<td>$17,745</td>
<td>$20,571</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$36,000</td>
<td>$37,930</td>
<td>$39,888</td>
<td>$41,875</td>
<td>$43,941</td>
<td>$46,448</td>
<td>$49,890</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$32,000</td>
<td>$32,960</td>
<td>$33,949</td>
<td>$34,957</td>
<td>$36,016</td>
<td>$41,753</td>
<td>$48,409</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$50,000</td>
<td>$51,500</td>
<td>$53,045</td>
<td>$54,636</td>
<td>$56,275</td>
<td>$65,293</td>
<td>$75,629</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$12,880</td>
<td>$13,266</td>
<td>$13,664</td>
<td>$14,074</td>
<td>$14,497</td>
<td>$16,805</td>
<td>$19,482</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$324,580</td>
<td>$334,058</td>
<td>$343,836</td>
<td>$353,893</td>
<td>$364,245</td>
<td>$420,772</td>
<td>$486,148</td>
</tr>
</tbody>
</table>

| NET OPERATING INCOME                          | $174,776     | $175,274     | $175,693     | $176,028     | $176,274     | $176,004     | $172,741    |

### DEBT SERVICE

- First Deed of Trust Annual Loan Payment: $130,073
- Second Deed of Trust Annual Loan Payment: $130,073
- Third Deed of Trust Annual Loan Payment: $130,073
- Other Annual Required Payment
- Other Annual Required Payment

| ANNUAL NET CASH FLOW                          | $44,703      | $45,201      | $45,620      | $45,955      | $46,201      | $45,931      | $42,668     |
| CUMULATIVE NET CASH FLOW                      | $44,703      | $89,904      | $135,524     | $181,479     | $227,680     | $458,099     | $679,507    |

Debt Coverage Ratio: 1.34

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)

---

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

Phone: 979-781-1750
Email: Matthew.Woods@prospertyLinxUSA.com

**Date:** 2/18/2020

---

**Signature, Authorized Representative, Syndicator**

If a revised form is submitted, date of submission: 2/18/2020
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<tbody>
<tr>
<td>Potential Gross Annual Rental Income</td>
<td>$531,204</td>
<td>$541,828</td>
<td>$552,565</td>
<td>$563,718</td>
<td>$574,992</td>
<td>$584,488</td>
<td>$700,312</td>
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<td>Secondary Income</td>
<td>$8,640</td>
<td>$8,813</td>
<td>$9,089</td>
<td>$9,169</td>
<td>$9,352</td>
<td>$10,326</td>
<td>$11,400</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$539,844</strong></td>
<td><strong>$550,641</strong></td>
<td><strong>$561,654</strong></td>
<td><strong>$572,887</strong></td>
<td><strong>$584,345</strong></td>
<td><strong>$594,814</strong></td>
<td><strong>$711,713</strong></td>
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### EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$24,500</td>
<td>$25,500</td>
<td>$26,500</td>
<td>$27,500</td>
<td>$28,500</td>
<td>$29,500</td>
<td>$30,500</td>
<td>$31,500</td>
<td>$32,500</td>
<td>$33,500</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$65,000</td>
<td>$67,500</td>
<td>$70,000</td>
<td>$72,500</td>
<td>$75,000</td>
<td>$77,500</td>
<td>$80,000</td>
<td>$82,500</td>
<td>$85,000</td>
<td>$87,500</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$21,000</td>
<td>$23,000</td>
<td>$25,000</td>
<td>$27,000</td>
<td>$29,000</td>
<td>$31,000</td>
<td>$33,000</td>
<td>$35,000</td>
<td>$37,000</td>
<td>$39,000</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$13,000</td>
<td>$14,000</td>
<td>$15,000</td>
<td>$16,000</td>
<td>$17,000</td>
<td>$18,000</td>
<td>$19,000</td>
<td>$20,000</td>
<td>$21,000</td>
<td>$22,000</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$30,000</td>
<td>$33,000</td>
<td>$36,000</td>
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<td>$48,000</td>
<td>$51,000</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$32,000</td>
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<td>$44,000</td>
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<tr>
<td>Property Tax</td>
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<td>$80,000</td>
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<tr>
<td>Reserve for Replacements</td>
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<td>$22,000</td>
<td>$24,000</td>
<td>$26,000</td>
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<td>$30,000</td>
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<tr>
<td>Other Expenses</td>
<td>$12,800</td>
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<td>$22,400</td>
<td>$23,600</td>
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<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td>$324,580</td>
<td>$339,048</td>
<td>$353,516</td>
<td>$368,084</td>
<td>$382,652</td>
<td>$397,220</td>
<td>$411,788</td>
<td>$426,356</td>
<td>$440,924</td>
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### NET OPERATING INCOME

- **$174,776**
- **$175,274**
- **$175,683**
- **$176,092**
- **$176,496**
- **$176,895**
- **$177,294**
- **$177,693**
- **$178,092**
- **$178,491**
- **$178,890**

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Description</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
<td>$130,073</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Net Cash Flow</td>
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<td>$48,201</td>
<td>$48,703</td>
<td>$49,201</td>
</tr>
<tr>
<td>Cumulative Net Cash Flow</td>
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<td>$89,904</td>
<td>$135,522</td>
<td>$181,749</td>
<td>$227,980</td>
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<td>$320,458</td>
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<td>Debt Coverage Ratio</td>
<td>1.05</td>
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</table>

### OTHER

<table>
<thead>
<tr>
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<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
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<td>Other Description</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**By signing below, I attest that the above 15 year pro forma is consistent with the assumptions, general operations, net operating income and debt service coverage based on the input. The calculations are made consistent with the previous assumptions and input as of the date of this form and preliminary estimates provided for future years. The debt service coverage is calculated using the assumptions described above, and the loan terms are consistent with the loan terms and conditions in the loan agreement and otherwise consistent with the relevant market terms.**

Signature, Authorized Representative, Construction or Permanent Lender: ____________________________

Signature, Authorized Representative, Syndicator: ____________________________

Printed Name: ____________________________

Phone: ____________________________

Email: ____________________________

Date: ____________

Printed Name: ____________________________

Date: ____________

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

2/21/2020
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 35 – Supporting Documentation

- Letter from lender regarding approval of Principals
I have received and reviewed the 15-year pro forma for HWY 79 Senior Living, Ltd. located in Henderson, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of Prosperity Bank, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Prosperity Bank current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of HWY 79 Senior Living, and its Principals. At this time, Prosperity 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.

Matthew Woods
President-Bryan East Banking Center
(NMLS ID# 584171)
Prosperity Bank
Bryan East Banking Center
3333 University Drive East
Bryan, TX 77802

979-731-1750 Phone
979-871-1175 Direct
979-776-1475 Fax
NYSE: PB
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 35 – Supporting Documentation

- Evidence of Permanent and Construction Financing (term sheets, loan agreements)
February 6, 2020

HWY 79 Senior Living, LTD
Attn: Mr. Emanuel H. Glockzin, Jr.
P.O. Box 3189
Bryan, Texas 77805-3189

RE: Request of Prosperity Bank for the construction and permanent financing of an apartment project in Henderson, Texas.

Dear Mr. Glockzin,

I am pleased to inform you that Prosperity Bank has approved the above-referenced financing subject to the terms and conditions noted in this letter. Note that this letter is intended as a summary of the primary terms and conditions of the proposed loans, and may not contain all the terms and conditions whereby the loans would be granted.

Borrower: HWY 79 Senior Living, LTD

Bank: Prosperity Bank

Purpose of Loan: Construction and permanent financing of a 72 unit apartment project in Henderson, Texas (the “Project”)

Loan Amount: The lesser of $2,248,843 or 30% of Total Project Costs

Collateral: First lien Deed of Trust to a yet-to-be-determined tract in Henderson, Texas, together with all improvements thereto and income therefrom (the "Real Property")

Interest Rate: 4% fixed on a 30-year amortization

Origination Fee: 1% of the loan amount

Maturity: 16 years from the date of the loan

Payment Terms: Initial 12 months of loan (“Construction Phase”): Interest payable quarterly; then, commencing with the 13th month (“Term Phase”): 180 monthly P&I Payments with balance due at maturity.

Guaranty: Unlimited guaranty of Emanuel Glockzin.
The following is to be provided to and approved by the Bank, at Borrower’s expense, prior to closing of the above-referenced loans:

- Mortgagee’s Policy of Title Insuring Lender’s lien on the Real Property, subject only to exceptions approved by Bank in writing.
- Evidence of, where applicable, Builder’s Risk and Hazard insurance in form and amount acceptable to Bank, covering the Project and the Real Property.
- Survey of the Real Property and proposed improvements, showing no adverse easements or encroachments.
- Satisfactory environmental evaluation of the Real Property.
- Complete plans, drawings, specs and cost of the Project.
- Appraisal of the Real Property to be performed by a qualified appraiser approved by Bank. Said appraisal must be ordered by and approved by Bank. The “as built” Market Value of the Real Property as reflected in this appraisal must be not less $7,153,230.
- Properly executed documents evidencing Borrowing Authority in form satisfactory to Bank, to include Corporate Resolutions, Article of Incorporation and Evidence of Existence.

Other Conditions and Requirements:

- Borrower to establish the following accounts at the Bank at the time of lease up:
  1. A Rent-Up Reserve Account of not less than $200,000.00
  2. An Operating Deficits Account of not less than $100,000.00
  3. An Escrow Account for Taxes
- Advances during the Construction phase will be subject to review and inspection of the Project by the Bank and/or the Bank’s Third Party Inspector.
- Prior to commencement of the Permanent Loan, the Bank will require an inspection and Certificate of Occupancy, and an endorsement to the Title Policy removing any pending exceptions.
- Borrower to execute documents, necessary to evidence said loans, including but not limited to Promissory Note, Deed of Trust, Assignment of Rents, Security Agreement, Loan Agreement and any other loan documents reasonably requested by Bank.
- Included in the Loan Agreement will be the following requirements:
  1. Borrower will provide an audited fiscal year-end statement to the Bank on an annual basis.
  2. Guarantor will provide a Personal Financial Statement on an annual basis.
- Documents evidencing said Loans to be prepared by Bank Counsel, at Borrower’s expense.
- All legal, appraisal, inspection, recording, and reasonable out-of-pocket expenses of the Lender in connection with the negotiation, review of documentation, closing and/or administration of the loan herein described will, to the full extent allowed by applicable law, be paid by Borrower.
Financial Feasibility of the Development

The pro forma information reflects that the property will maintain a debt coverage ratio of not less than 1.34X for the 30 year period analyzed. The projections utilize an increase in Effective Gross Annual Income of approximately 2% annually and an increase in Total Annual Expenses of approximately 3% annually. The pro forma data, when compared with income expense margins for multi-family housing which the Bank has previously assessed, leads the lender to believe this project to be feasible for 30 years. Per the information provided by the borrower, the project budget for the first year of stabilized operations is as follows:

- Net Rental Income: $499,356
- Operating Expenses: $324,580
- Cash for Debt Service: $174,776
- Debt Service: $130,073
- Debt Service Coverage: 1.34X

This letter constitutes an expression of our intent only based upon information you have submitted, if at any time before funding of the Loan. Lender determines in its sole discretion that a material adverse change has occurred as to the Borrower, the Guarantor or the Project, Lender may terminate this letter of intent and will have no further obligation to proceed with the Loan. Any obligation to lend will arise only upon the preparation, execution and delivery of documentation in form and substance satisfactory to Bank including, but not limited to, the terms set forth above, and the satisfaction of all conditions herein and therein and the Bank’s Loan Committee Approval. This document is for your use exclusively and may not be relied upon by other for any purpose. Without any limitation of our rights, neither this letter of intent nor any portion hereof nor any of the rights hereunder may be assigned by the Borrower without prior written consent.

If you wish to proceed further to finalize these terms of your loan request, please sign and return this letter to the undersigned. The Loan described in any final agreement must be closed by November 30, 2020, unless extended by Bank in writing.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Sincerely,

Matthew Woods
President-Bryan East Banking Center

Agreed and accepted this the 6th day of Feb., 2020

By:
Emanuel Glockzin
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 35 – Supporting Documentation

- Evidence of Equity Financing (HTC applications only)
February 13, 2020

Mr. Emanuel H. Glockzin, Jr.
Brazos Valley Construction, Inc.
4500 Carter Creek, Suite 101
Bryan, Texas 77802

RE: HWY 79 SENIOR LIVING, LTD. (the “Partnership”)
    Hwy 79 Senior Apartments, Henderson, Texas (the “Property”)

Dear Emanuel:

On behalf of Boston Capital (“BC”), I would like to thank you for the opportunity to present a proposal (this “Proposal Letter”) for the equity financing of the Property (the “Transaction”). The parties intend to negotiate and execute binding agreements that reflect the terms of this Proposal Letter and certain other customary provisions subject to the conditions set forth below. Certain capitalized terms are more fully defined in Exhibit A attached.

Project Assumptions

Based on information we have received from you, we have made the following assumptions:

Development Structure

- The Partnership will acquire, construct, own and operate the Property, which will consist of 72 units in 12 to 18 buildings, including 36 one-bedroom units and 36 two-bedroom units.
- BC will purchase a 99.99% limited partnership interest in the Partnership. An affiliate of BC will be the Special Limited Partner.
- The general partners of the Partnership will be Commonwealth Development, Inc. (referred to as the “General Partners” even if there is only one).
- All of the obligations of the General Partners set forth in the partnership agreement of the Partnership (the "Partnership Agreement") will be guaranteed by Emanuel H. Glockzin, Jr. ("Guarantor"). The Guarantor must demonstrate to BC, in its sole and absolute discretion, their ability to provide meaningful guarantees.
- The management agent will be Cambridge Interests, Inc.
- The contractor will be Brazos Valley Construction, Inc.
Development Schedule

- BC's agreement to purchase the limited partnership interest at the pricing, terms and conditions contained in this proposal is based on the assumption that the Partnership closing, and if applicable, the financing closing, will occur on or before January 15, 2021.
- Construction will begin in February 2021 and completion will occur in March 2022.
- Initial lease up will begin in October 2021.
- 100% qualified occupancy of the residential units will occur by June 2022.
- Permanent loan closing will occur by April 2022.
- Rental Achievement will occur by October 2022.

Financing/Assistance

- The Property will receive construction/permanent financing from Prosperity Bank in the amount of $2,248,843, with an interest rate of approximately 4.6% and upon conversion, a 30-year amortization schedule and a 15-year term. The maximum amount of mortgage financing will be subject to a 1.15 DSC utilizing BC's underwritten rents, other income, operating expenses, replacement reserves and a 7.5% vacancy factor.
- The loan will be non-recourse during the compliance period and will be made by lenders unaffiliated with the General Partners.

Reserves

- An operating reserve in the amount of $230,000 will be funded from capital sources at permanent loan closing. In any event, the amount of the operating reserve must represent a minimum of six months of BC's underwritten operating expenses, replacement reserve deposits and hard debt service. The operating reserve will be held by the Partnership. Any draws on the operating reserve will be replenished with cash flow from operations.
- A lease-up reserve in the amount of $400,000 will be funded from capital sources upon or before the Completion Date. This reserve may be used to fund operating deficits including debt service payments during the period prior to Rental Achievement.
- A replacement reserve will be funded in the amount of at least $250 per unit per year, or such greater amount as may be required pursuant to applicable loan documents.
- A construction contingency in an amount of not less than 5% of the construction contract amount will be budgeted for the sole use of the Partnership.

Tax Credits

- The Property is expected to receive a reservation of tax credits for the year 2020 in the amount of $1,056,000 ("Projected Credit") from the Texas Department of Housing and Community Affairs. Based upon the projected development costs, the applicable fraction of the development with tax credit-qualified units and the overall qualified basis of the development, it is anticipated that the final cost certification will support full use of this reservation amount.
- The Property is eligible for a 130% basis stepup.
• Tax credits will be generated from the Property for the Partnership as follows:

$76,456 for 2021
$978,058 for 2022
$1,056,000 per year for each of the years 2023 – 2030
$979,541 for 2031
$77,902 for 2032

Other Assumptions

• We have assumed 30-year depreciation for building improvements, and immediate expensing for land improvements and personal property.

• We have assumed $656,200 will be expensed for site work in 2021 and $468,750 in 2022 and $252,000 will be expensed for personal property in 2021 and $180,000 in 2022. Any change in this assumption will be evaluated and may result in revised investment terms to ensure a consistent yield to BC.

• The tax credits, depreciation and operating profits and losses of the Partnership will be allocated 99.99% to BC and 0.01% to the General Partners.

• Pricing is based on the material assumptions detailed in this proposal. Any change to these assumptions will be evaluated and may result in revised investment terms to ensure a consistent yield to BC.

Investment Terms

Capital Contributions

Based upon these and other assumptions contained in the materials you submitted and subject to the satisfactory completion of BC’s due diligence, BC will raise equity to make capital contributions to the Partnership in the aggregate amount of $9,291,871 ($0.88 per dollar of tax credit) in the installment amounts and subject to the conditions set forth below:

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>on the latest to occur of (i) the tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to BC for the permanent financing, (iv) receipt of all building permits and an approved set of construction drawings or (v) admission of BC;</td>
<td>$1,393,781</td>
</tr>
</tbody>
</table>
Mr. Emanuel H. Glockzin, Jr.
February 13, 2020
Page 4

| 2nd | on the latest to occur of (i) 35% Partial Completion, (ii) updated title, (iii) July 1, 2021 or (iv) satisfaction of all of the conditions to the payment of all prior Installments; | $1,626,077 | 17.5% |
| 3rd | on the latest to occur of (i) 70% Partial Completion, (ii) updated title, (iii) October 1, 2021 or (iv) satisfaction of all of the conditions to the payment of all prior Installments; | $1,626,077 | 17.5% |
| 4th | on the latest to occur of (i) 95% Partial Completion, (ii) updated title, (iii) January 1, 2022 or (iv) satisfaction of all of the conditions to the payment of all prior Installments; | $929,187 | 10% |
| 5th | on the latest to occur of (i) the Completion Date, (ii) draft Cost Certification, (iii) Permanent Mortgage Commencement, (iv) updated insurance certificates, (v) updated title insurance policy satisfactory to BC, which policy in no event shall contain a survey exception or (vi) satisfaction of all of the conditions to the payment of all prior Installments; and | $2,566,748 | 27.6% |
| 6th | on the latest to occur of (i) Cost Certification, (ii) Initial Full Occupancy Date, (iii) receipt of satisfactory tenant file compliance review, (iv) State Designation, (v) Rental Achievement, (vi) October 1, 2022 or (vii) satisfaction of all of the conditions to the payment of all prior Installments. | $1,150,000 | 12.4% |

The first, second, third and fourth installments shall be held by BC or the construction lender and disbursed upon submission of draw requests and site inspection reports, in forms approved by BC, as construction progresses.

Adjusters

The capital contributions shown above shall be subject to adjustment based on the following circumstances. Reductions in capital contributions will be affected by reductions in future installments and then, if necessary, by a payment by the General Partners back to BC at the time of determination of any excess:

**Initial Basis Shortfall Adjuster** – In the event that the annual tax credit which will apply for each year in the credit period, as determined at cost certification, the issuance of 8609s or at anytime thereafter by the accountants or the IRS, is less than the Projected Credit, the capital contributions will be decreased by $0.88 per dollar of the total credit shortfall aggregated for all ten years in the credit period.

**Initial Timing Adjuster** – In the event that, resulting from delayed lease-up, there is an annual credit shortfall in the first year which is deferred and causes a corresponding increase in the credits to be
delivered in the 11th year, the capital contributions will be decreased by $0.68 per dollar of the total amount of the deferred credit.

**Upward Timing Adjuster** - In the event that, resulting from an accelerated lease-up, the amount of Annual Credit generated from the Property for the Company is more than the project amount in 2021 or 2022, then the final capital contribution shall be increased by $0.25 per dollar of additional credit to BC, however, such additional capital shall not exceed $50,000 and the amount of additional capital resulting from the Upward Timing Adjuster may be decreased if BC determines, in its sole and absolute discretion, that a decrease is necessary in order for BC to maintain a consistent yield.

**Performance Adjuster** - In the event that there is a credit shortfall or recapture of credits for any year after the Completion Date, to which the initial timing adjuster does not apply, the capital contributions will be decreased by the sum of (1) $1.00 per dollar of the credit shortfall for such year, plus (2) the amount of any applicable recapture interest and penalties.

**General Partners Obligations**

In addition to the Adjuster obligations noted above and certain standard obligations set forth in the Partnership Agreement, the General Partners will have the following obligations:

**Development Obligation.** The General Partners will guarantee delivery of a completed, lien-free project (including all final certificates of occupancy), in accordance with plans and specifications approved by BC. The General Partners will be obligated to fund without reimbursement any overruns or development deficiencies incurred to achieve project delivery and Rental Achievement and to pay the full development fee (provided that a portion of the development fee, up to the amount projected for deferral at investment closing, may be deferred and paid from cash flow).

**Operating Obligation.** If the Partnership incurs an Operating Deficit for any period prior to Rental Achievement, the General Partners will furnish funds to cover the Operating Deficit on a non-reimbursable basis. Thereafter, Operating Deficits incurred after Rental Achievement will be met by General Partner advances ("Operating Deficit Loans") up to a maximum outstanding amount of $300,000. This operating obligation will be released 60 months after Rental Achievement, provided that the project has averaged 115% debt service coverage (based upon audited financials) for the twelve consecutive months occurring immediately prior to the release of this obligation and that the operating reserve is fully funded. Operating Deficit Loans will bear no interest and will be repayable from future available cash flow or sale proceeds. Notwithstanding the foregoing, the obligation to advance funds to pay the Asset Management Fee and to fund the replacement reserve shall not be subject to the Operating Deficit Loan cap above and shall continue for the duration of BC's investment.

**Repurchase Obligation.** If certain development, operational or tax credit benchmarks (such as placement in service, issuance of 8609s, Permanent Mortgage Commencement or Rental Achievement) are not achieved by outside dates to be specified in the Partnership Agreement or in the event of a foreclosure, the General Partners will be obligated to repurchase BC's interest in the Partnership for a price equal to the excess of BC's Invested Amount less capital contributions not yet paid by BC to the Partnership plus any BC loans made to the Partnership to date.
Fees

Development Fee. The developer shall earn a development fee in the amount of $1,396,000. Any portion thereof which is permitted to be deferred shall be paid from cash flow, provided that the General Partners shall be obligated to provide funds to pay any deferred amount outstanding on the fifteenth anniversary after the Completion Date.

Partnership Management Fee. The General Partners shall receive an annual fee in the amount of $5,400 for each year starting with 2022, payable from cash flow for such year if available (which fee shall be cumulative and shall increase based on any annual consumer price index increases - capped at 3.0%).

Incentive Management Fee. The General Partners shall receive a noncumulative annual fee equal to 12% of net revenues from the Property less the base management fee, provided that it shall be paid only from the General Partners' share of cash flow under clause Sixth below.

Asset Management Fee. BC or its affiliate shall receive a guaranteed annual fee in the amount of $5,400 for each year starting with 2022 (which fee shall increase based on any annual consumer price index increases - capped at 3.0%).

Allocation and Distributions

Cash flow from operations after payment of operating expenses, required mortgage debt service and funding of required replacement reserves shall be distributed as follows:

First. To BC as payment of the Asset Management Fee for the current and any prior years;

Second. To replenish the operating reserve;

Third. To the developer as payment of the deferred development fee if any;

Fourth. To the General Partners to repay any Operating Deficit Loans;

Fifth. To the General Partners as payment of the Partnership Management Fee for the current year; and

Sixth. The remainder, 90% to the General Partners (first as payment of the Incentive Management Fee and thereafter as a distribution) and 10% to BC.

The net proceeds of a sale or refinancing shall be distributed as follows:

First. To BC as payment of the Asset Management Fee for the current and any prior years;

Second. To the payment of all debts and liabilities of the Partnership not otherwise provided for, first those due to BC and then those due to the General Partners or their affiliates;

Third. To the General Partners to repay any Operating Deficit Loans; and
Fourth. 90% to the General Partners and 10% to BC.

Notwithstanding the foregoing, in the event that an adjuster payment is due and payable to BC, cash flow and/or net proceeds, as applicable, shall be applied first to repay the adjuster amount and any accrued interest prior to being distributed.

Disposition of the Property

If requested by BC, and provided the Partnership has not waived such right as part of the tax credit application process, after the fourteenth year of the compliance period, the General Partners shall request the credit agency to find a purchaser for the Property pursuant to a “qualified contract” or to terminate the extended use agreement, and if acceptable to BC the Property shall be sold to such purchaser.

If the General Partners are otherwise unable to arrange a sale of the Property after the end of the tax credit compliance period on terms satisfactory to BC, then the General Partners shall have the option ("Purchase Option") to purchase BC’s interest. The purchase price under such option shall be equal to the amount that would have been paid and distributed to BC under the partnership agreement in the event the Property was sold for its then fair market value, as determined by appraisal. The Purchase Option may be exercised by the General Partners during a period commencing at the end of the tax credit compliance period and expiring one year after the end of the tax credit compliance period; and the purchase of BC’s interest must close no later than one year after the date the General Partners exercise the Purchase Option.

In the event that the General Partners do not exercise the Purchase Option and/or the General Partners do not close the transaction under the Purchase Option within one year after exercising the Purchase Option, BC shall have the right to require ("Required Sale Notice") that the General Partners initiate the sale of the Property to a third party. If a sale of the Property does not occur within one year from the Required Sale Notice, BC shall have the option of purchasing the General Partners’ interest based on the fair market value of the Property.

Reporting and Other Provisions

The Partnership shall furnish BC with quarterly unaudited financial statements and annual audited financial statements and tax returns prepared by an independent firm of certified public accountants, approved by BC, who are familiar with reporting requirements applicable to tax credit properties, under a timetable to be specified in the partnership agreement.

Due Diligence and Closing Process

Upon receipt of an executed copy of this Proposal Letter and the Due Diligence Documents, the parties will agree upon a mutually acceptable due diligence period and closing schedule. Admission of BC to the Partnership is subject to a customary due diligence review, which includes, but may not be limited to, the following:

a) Satisfactory due diligence, including a review of plans, specifications and related construction documents.
b) Satisfactory Phase I environmental report (ASTM Standards), addressed to the Partnership, dated within six months of admission and/or within six months of property conveyance, if prior to admission, and with a reliance letter in favor of BC.

c) BC market study that will evaluate the Property's suitability and marketability as a tax credit property.

d) Satisfactory financial statements of the General Partners, Partnership, Guarantor and affiliates.

e) Satisfactory review of the backgrounds and credit worthiness of the General Partners and Guarantor.

f) Site inspection by BC.

g) Approval by BC Investment Committee in its sole and absolute discretion.

h) Receipt of satisfactory commitment for construction and permanent financing and rental assistance.

i) Receipt of satisfactory insurance policies.

j) ALTA owner's policy of title insurance.

k) Receipt of an acceptable partnership and local law opinion, to be provided by your counsel, and an acceptable tax opinion, to be provided by our counsel.

l) Negotiation and execution of satisfactory partnership documentation, the parties acknowledging that such documentation is the only documentation intended to create a binding agreement between BC and the General Partners with respect to the Transaction.

Costs and Expenses

The Partnership will reimburse BC in the amount of $50,000 for costs incurred by BC to conduct its due diligence, specifically reimbursement for costs of BC's own market study, its counsel (including tax opinion) and any third party professionals hired to aid it in the performance of its due diligence. BC will deduct this amount from its first capital contribution.

Confidentiality/Prohibition of Marketing

Until the execution of final, binding documentation for the Transaction, the General Partners agree not to disclose any of the terms of this Proposal Letter to anyone who is not a participant or potential lender to the Transaction. Notwithstanding anything to the contrary contained herein, (i) each party may disclose the tax structure of the proposed Transaction to any party without restriction, and (ii) BC shall have the right to disclose any information, financial projections and documentation received in conjunction with its proposed syndication of an equity investment in the Property to any prospective investor considering such investment.
Mr. Emanuel H. Glockzin, Jr.
February 13, 2020
Page 9

The General Partners, on behalf of itself and its affiliates, hereby certifies that there are no other executed equity proposals or letters of intent with respect to the equity financing of the Property. Further, during the term of this Proposal Letter, neither the General Partners nor any affiliate shall solicit any other person or entity to provide, structure, arrange or syndicate an investment in the Property without the advance written consent of BC and the reimbursement of BC's actual out-of-pocket expenses incurred in connection with the Transaction.

Proposal Letter

This Proposal Letter expresses the intent of and summarizes only the major terms and conditions pursuant to which BC is prepared to provide equity financing for the Property. While this Proposal Letter reflects our mutual understanding, each party acknowledges that the provisions of this Proposal Letter (other than the sections entitled Costs and Expenses and Confidentiality/Prohibition of Marketing) are non-binding, and not intended to create or constitute any legally binding obligation between the parties. Neither party shall have any liability or obligation with respect to the non-binding provisions.

If the General Partners accept and approve the terms set forth in this Proposal Letter, please have the authorized party indicate by signing below. This Proposal Letter shall expire 14 calendar days from the date first set forth above. Furthermore, in the event that for whatever reason the Transaction proposed herein does not close on or before July 1, 2021, this Proposal Letter shall be deemed terminated with no further action by either party and shall be of no further force and effect. Upon such termination, all of the terms contained in this Proposal Letter shall be subject to change to reflect then-current market conditions. This Proposal Letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any dispute or action arising in connection with this Proposal Letter shall be brought only in the courts located in Boston, Massachusetts.

We look forward to working with you on this exciting project. Thank you very much for your consideration.

Sincerely,

Joshua K. Gould
Vice President, Acquisitions

ACCEPTED ON THE ___ DAY OF ________________ 2020 FOR

HWY 79 SENIOR LIVING, LTD.

__________________________
as General Partner
Defined Terms

“Completion Date” means the date upon which the Property has been completed as evidenced by (i) the issuance by the inspecting architect and by each governmental agency having jurisdiction of certificates of substantial completion and certificates of occupancy with respect to all units in the Property, and (ii) satisfaction of all due diligence recommendations and receipt of lender estoppel letters, an as-built survey and a contractor’s payoﬀ letter.

“Cost Certification” means the receipt by BC of certiﬁcation of the accountants as to the itemized amounts of the construction and development costs of the Property and its tax credit eligible basis and applicable percentage.

“Initial Full Occupancy Date” means the ﬁrst date, after BC has received documentation evidencing that tax credits have begun to ﬂow for all units, on which at least 95% of all units are leased and physically occupied.

“Invested Amount” means for BC, an amount equal to its total capital contribution divided by 0.90, and for any other Partner, an amount equal to its capital contribution.

“Operating Deficit” means any shortfall in operating revenue and funds available from the operating reserve necessary to pay all operating expenses (including full payment of the Asset Management Fee to BC and replacement reserve deposits) and debt service.

“Partial Completion” means partial completion, at the speciﬁed percentage of hard costs, of construction of the Property.

“Permanent Mortgage Commencement” means occurrence of the Completion Date, closing of the permanent ﬁnancing and commencement of permanent loan debt service payments.

“Rental Achievement” means the ﬁrst time, based upon three consecutive full calendar months of operation after Permanent Mortgage Commencement, with each month taken individually, that debt service coverage (based on the greater of actual or projected future operating expenses) equals or exceeds 115%.

“State Designation” means the date upon which the Partnership receives the ﬁnal tax credit allocation for the Property pursuant to Form(s) 8609.
Tab 35 – Supporting Documentation

- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development.
CITY OF HENDERSON, TEXAS
RESOLUTION NO. 2020-02-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS REGARDING HWY 79 SENIOR LIVING LTD AT HWY 79 S FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, Hwy 79 Senior Living LTD, has proposed a development for a Senior Restricted Development located on Hwy 79 S, named Hwy 79 Senior Living, in the city of Henderson, Rusk County, Texas;

WHEREAS, Hwy 79 Living Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Hwy 79 Senior Living;

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to administer programs to establish and provide for the making of loans and grants of public funds for the purpose of promoting state and local economic development and to stimulate business and commercial activity in the municipality;

It is hereby RESOLVED, that the City of Henderson, acting through its governing body, hereby confirms that it supports the proposed development of Hwy 79 Senior Living, located on Hwy 79 S, in the City of Henderson, Rusk County, Texas and its application to the TDHCA.

FURTHER RESOLVED, that the City of Henderson, acting through its Governing Body for the purposes of Local Political Subdivision Funding, will grant a reduction of $250 towards water/sewer tap fees.

FURTHER RESOLVED, that for and on behalf of the Governing Body, Mayor John Fullen is hereby authorized, empowered, and directed to certify these resolutions to TDHCA. This formal action has been taken to put on record the opinion expressed by the City of Henderson on 11 day of February, 2020.

PASSED AND APPROVED by the City Council of the City of Henderson, Texas on the 11 day of February, 2020.

[Signature]
John Fullen, Mayor

ATTEST:
[Signature]
Cheryl Jimerson, City Secretary
Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - Yes  If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes  If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes  The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
      
      Ownership Interest: 51.00%
      Cash flow from operations: 10.00%
      Developer Fee: 90.00%
      Total: 151.00%  (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
   - X Property Management
   - X Construction
   - X Development
   - X Financing
   - X Compliance

   - Yes  No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

   - X 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:

   - Yes  A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - Yes  A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   - Yes  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
HWY 79 Senior Living
Material Participation of HUB

The HUB for this development is entirely controlled by Elaina D. Glockzin, owner of Commonwealth Development, Inc. Elaina D. Glockzin is certified in property management and Tax Credit Compliance and is actively involved in the day-to-day operations of the management company that is managing developments in cities across Texas. Elaina Glockzin also has development experience as a principal of six Tax Credit Developments, and interest in several others.

In addition to participation during the application of HWY 79 Senior Living, Ltd., Elaina will materially participate in the financing, long term operation and management of the property, as well as tax matters, and will have an active role in coordinating with the equity provider and Texas Department of Housing and Community Affairs throughout the compliance period to ensure compliance.

The HUB will monitor disbursement and payment of amounts owing to architects, engineers, the General Contractor and Subcontractors, and keep complete accounts and cost records related to the development and construction of the development, including without limitation, invoices, bills, statements, and provide copies as needed to the Partnership and to the Limited Partners.
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/tпассмбрSearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

COMMONWEALTH DEVELOPMENT, INC.

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 1/13/2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

[Signature]

Bobby Pounds, Interim Director
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tпассмбрSearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Mrs. Elaina D. Glockzin  
c/o Emanuel H. Glockzin, Jr.  
4500 Carter Creek Parkway, Suite 101  
Bryan, Texas 77802

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mrs. Glockzin:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence.

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdboa.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
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.

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!
HWY 79 Senior Living, Ltd.
Guarantor

Emanuel H. Glockzin, Jr.
Guarantor
0% Ownership
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.

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<th>Role/Title</th>
<th>Address: 4500 Carter Creek Parkway, Suite 101</th>
<th>City: Bryan</th>
<th>State: TX</th>
<th>Zip: 77802</th>
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<tr>
<td></td>
<td>HWY 79 Senior Living, Ltd</td>
<td>Owner</td>
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<td></td>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Legal Org is or will be: Limited Partnership</td>
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<td></td>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: (979) 846-8878</td>
<td>Email: <a href="mailto:emanuel@edgproperties.net">emanuel@edgproperties.net</a></td>
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<td>Organization is identified on Org. Chart:</td>
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<td>Ability to exercise Control over the Development?</td>
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<td>List of Sub-Entities or Principals:</td>
<td>1. Commonwealth Development, Inc</td>
<td>TDHCA Experience:</td>
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<td>2. Lucky B Properties, Inc</td>
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<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 9798468878</td>
<td>Email: <a href="mailto:edglockzin@edgproperties.net">edglockzin@edgproperties.net</a></td>
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<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
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<td>List of Sub-Entities or Principals:</td>
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<td>TDHCA Experience:</td>
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<th>Org. 3</th>
<th>Organization Legal Name:</th>
<th>Role/Title</th>
<th>Address: 1825 Brothers Blvd.</th>
<th>City: College Station</th>
<th>State: TX</th>
<th>Zip: 77845</th>
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<td>Lucky B Properties, Inc</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
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<td>Yes</td>
<td>Date formed: 7/26/2002</td>
<td>Legal Org is or will be: Corporation</td>
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<tr>
<td></td>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 9792184546</td>
<td>Email: <a href="mailto:betsybrown99@gmail.com">betsybrown99@gmail.com</a></td>
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<tr>
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<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. Claire E. Brown</td>
<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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</tbody>
</table>
### Organization 1

**Organization Legal Name:** Commonwealth Development, Inc.  
**Role/Title:** Developer  
**Address:** 4500 Carter Creek Parkway, Suite 101  
**City:** Bryan  
**State:** TX  
**Zip:** 77802  
**Name(s) of Entities the Organization Owns or Controls:**  
**Organization legally formed?** Yes  
**Date formed:** 1/5/1993  
**Previous TDHCA Experience?** Yes  
**Phone:** 9798468878  
**Email:** edglockzin@edgproperties.net  
**Organization is identified on Org. Chart?** Yes  
**Ability to exercise Control over the Development?** Yes  

#### List of Sub-Entities or Principals:

1. **Name:** Elaina D. Glockzin  
   **TDHCA Experience:** Yes  
2. **Name:**  
   **TDHCA Experience:**  
3. **Name:**  
   **TDHCA Experience:**


### Organization 2

**Organization Legal Name:** Lucky B Properties, Ltd  
**Role/Title:** Co-Developer  
**Address:** 1825 Brothers Blvd  
**City:** College Station  
**State:** TX  
**Zip:** 77845  
**Name(s) of Entities the Organization Owns or Controls:**  
**Organization legally formed?** Yes  
**Date formed:** 7/26/2002  
**Previous TDHCA Experience?** Yes  
**Phone:** 9792184546  
**Email:** betsybrown99@gmail.com  
**Organization is identified on Org. Chart?** Yes  
**Ability to exercise Control over the Development?** No  

#### List of Sub-Entities or Principals:

1. **Name:** Claire E. Brown  
   **TDHCA Experience:** Yes  
2. **Name:** Bryan P. Brown  
   **TDHCA Experience:** Yes  
3. **Name:**  
   **TDHCA Experience:**  
4. **Name:**  
   **TDHCA Experience:**  
5. **Name:**  
   **TDHCA Experience:**  
6. **Name:**  
   **TDHCA Experience:**


### Organization 3

**Organization Legal Name:**  
**Role/Title:**  
**Address:**  
**City:**  
**State:**  
**Zip:**  
**Name(s) of Entities the Organization Owns or Controls:**  
**Organization legally formed?**  
**Date formed:**  
**Previous TDHCA Experience?**  
**Phone:**  
**Email:**  
**Organization is identified on Org. Chart?**  
**Ability to exercise Control over the Development?**  

#### List of Sub-Entities or Principals:

1. **Name:**  
   **TDHCA Experience:**  
2. **Name:**  
   **TDHCA Experience:**  
3. **Name:**  
   **TDHCA Experience:**  
4. **Name:**  
   **TDHCA Experience:**  
5. **Name:**  
   **TDHCA Experience:**  
6. **Name:**  
   **TDHCA Experience:**
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
### 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).

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<thead>
<tr>
<th>Person/Role:</th>
<th>HWY 79 Senior Living, Ltd., Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:edglockzin@edgproperties.net">edglockzin@edgproperties.net</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Bryan, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>HWY 79 Senior Living, Ltd. - to be formed</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

   Add more rows to the form as needed.

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<th>Program</th>
<th>Control began (mm/yyyy)</th>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
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<td>LIHEAP</td>
<td>TBRA</td>
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<td>HRA</td>
<td>SFD</td>
<td>NSP</td>
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<td>HTF/OCI:</td>
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<td>Bootstrap</td>
<td>CFDC</td>
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<td>Other:</td>
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<td>Other:</td>
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</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Commonwealth Development, Inc. .0051% General Partner

Email Address: edglockzin@edgproperties.net

City & State of Home Addr: Bryan, TX

Applicant Legal Name: HWY 79 Senior Living, Ltd. - to be formed

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.

<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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<td>14200</td>
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<td>HTC</td>
<td>Dec-14</td>
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<td>15049</td>
<td>Kennedale Seniors</td>
<td>Kennedale</td>
<td>HTC</td>
<td>Jul-15</td>
<td></td>
</tr>
</tbody>
</table>

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.

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
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<th>Community Affairs:</th>
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<th>DOE</th>
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<th>WAP</th>
<th>TBRA</th>
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Person/Role:  
Lucky B Properties, Inc. - .0049% General Partner

Email Address:  
betsybrown99@gmail.com

City & State of Home Addr:  
College Station, TX

Applicant Legal Name:  
HWY 79 Senior Living, Ltd. - to be formed

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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<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>Huntsville</td>
<td>HTC</td>
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<td>08254</td>
<td>Montgomery Meadows Phase II</td>
<td>Huntsville</td>
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<td>15049</td>
<td>Kennedale Seniors</td>
<td>Kennedale</td>
<td>HTC</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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Person/Role: Commonwealth Development, Inc. - Developer
Email Address: edglockzin@edgproperties.net
City & State of Home Addr: Bryan, TX
Applicant Legal Name: HWY 79 Senior Living, Ltd. - to be formed

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role:  
Lucky B Properties, Inc. - Developer

Email Address:  
betsybrown99@gmail.com

City & State of Home Addr:  
College Station, TX

Applicant Legal Name:  
HWY 79 Senior Living, Ltd. - to be formed

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: Elaina D. Glockzin
Email Address: edglockzin@edgproperties.net
City & State of Home Addr: Bryan, TX
Applicant Legal Name: HWY 79 Senior Living, Ltd. - to be formed

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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| Person/Role: | Claire E. Brown |
| Email Address: | betsybrown99@gmail.com |
| City & State of Home Addr: | College Station, TX |
| Applicant Legal Name: | HWY 79 Senior Living, Ltd. - to be formed |

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Person/Role: Bryan P. Brown
Email Address: betsybrown99@gmail.com
City & State of Home Addr: College Station, TX
Applicant Legal Name: HWY 79 Senior Living, Ltd. - to be formed

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Person/Role: Emanuel H. Glockzin, Jr.

Email Address: emanuel@edgproperties.net

City & State of Home Addr: Bryan, TX

Applicant Legal Name: HWY 79 Senior Living, Ltd. - to be formed

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**Nonprofit Participation**

**Nonprofit Set-Aside (Competitive HTC Applications Only)**

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

**Nonprofit Information (ALL Applications)**

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

- **Organization Name:** NOT APPLICABLE

- **Is the Organization a 501(c )(3) or (4) as of the beginning of the Application Acceptance Period?**

- **If no to the question above, what is its current legal status?**

- **If "Other" please specify:**

- **Date of legal formation of Nonprofit Organization:**

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - **If “Yes”, will this nonprofit organization Control the Applicant?**
   
   - **What is the ownership percentage of this nonprofit organization?**

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - **If "Yes," explain:**

- Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organization’s participation in the Application and naming all members of the board and employees who may act on its behalf.
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<th>Title</th>
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</table>
Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

A. Applications participating in the Nonprofit Set-Aside must also provide:

- A resolution approved at a regular meeting of the majority of the Board of Directors of the nonprofit:
  - indicating the Board's awareness of the organization’s participation in each specific Application, and
  - naming all members of the Board and employees who may act on its behalf

- IRS determination letter

- Nonprofit Participation exhibit as provided in the Application

- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

- The Nonprofit’s most recent financial statement as prepared by a Certified Public Accountant
  (not applicable to Tax-Exempt Bond Developments)

- Certification regarding Board member residence
  (not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

- IRS determination letter

- Explanation of basis of nonprofit status if not 501(c)(3) or (4)

- Nonprofit Participation exhibit
**Development Team Members**

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

**Developer:**

<table>
<thead>
<tr>
<th>Commonwealth Development, Inc.</th>
<th>Elaina D. Glockzin</th>
<th>(979) 846-8878</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:edglockzin@edgproperties.net">edglockzin@edgproperties.net</a></td>
<td>$1,256,400.00</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
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<tr>
<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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</table>

**Housing General Contractor:**

<table>
<thead>
<tr>
<th>Brazos Valley Construction, Inc.</th>
<th>Emanuel H. Glockzin, Jr.</th>
<th>(979) 846-8878</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:emanuel@edgproperties.net">emanuel@edgproperties.net</a></td>
<td>$8,154,430.00</td>
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<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
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<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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**Infrastructure General Contractor:**

| NONE                                  |                          |                 |
| Contact Name                          |                          |                 |
| Email                                 |                          |                 |
| Certified Texas HUB?                  |                          |                 |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | | |

**Cost Estimator:**

| NONE                                  |                          |                 |
| Contact Name                          |                          |                 |
| Email                                 |                          |                 |
| Certified Texas HUB?                  |                          |                 |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | | |

**Architect:**

<table>
<thead>
<tr>
<th>Myriad Designs, Ltd</th>
<th>Emanuel H. Glockzin, Jr.</th>
<th>(979) 846-8878</th>
</tr>
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<tbody>
<tr>
<td>Contact Name</td>
<td></td>
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<tr>
<td>Email</td>
<td><a href="mailto:emanuel@edgproperties.net">emanuel@edgproperties.net</a></td>
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<tr>
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<td>Phone</td>
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<tr>
<td>Engineer:</td>
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<tr>
<td>Civil Engineer:</td>
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<tr>
<td>Market Analyst:</td>
<td>Allen &amp; Associate Consulting</td>
<td>Jeffrey B. Carroll</td>
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<tr>
<td>Appraiser:</td>
<td>N/A</td>
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<tr>
<td>Attorney:</td>
<td>Watson Law Firm LLP</td>
<td>Jay Watson</td>
</tr>
<tr>
<td>Accountant:</td>
<td>Lee E. Shafer, P.C.</td>
<td>Lee E. Shafer</td>
</tr>
<tr>
<td><strong>Property Manager:</strong></td>
<td><strong>Originator of Underwriter:</strong></td>
<td><strong>Bond Issuer:</strong></td>
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<tr>
<td><strong>Cambridge Interests, Inc</strong></td>
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<td><strong>Cambridge Interests, Inc</strong></td>
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<tr>
<td><strong>Elaina D. Glockzin</strong></td>
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<td><strong>Elaina D. Glockzin</strong></td>
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<tr>
<td><strong><a href="mailto:edglockzin@edgproperties.net">edglockzin@edgproperties.net</a></strong></td>
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<td><strong>Application Consultant:</strong></td>
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<td><strong>ESA Provider:</strong></td>
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<td><strong>Scope and Cost Review (formerly PCA) Provider:</strong></td>
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<td><strong>Preservation Consultant:</strong></td>
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<td><strong>Other:</strong></td>
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<td><strong><a href="mailto:smswetish@gmail.com">smswetish@gmail.com</a></strong></td>
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<td><strong>sms Environment &amp; Ecological Serv.</strong></td>
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<tr>
<td><strong>Stephen Swetish</strong></td>
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<td><strong><a href="mailto:smswetish@gmail.com">smswetish@gmail.com</a></strong></td>
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<tr>
<td><strong>Claire E. Brown</strong></td>
<td></td>
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<tr>
<td><strong>(979) 218-4546</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong></td>
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2/27/2020
IDENTITY OF INTEREST DISCLOSURE

ELAINA D. GLOCKZIN IS THE PRESIDENT AND SECRETARY, AND OWNS 100% OF THE STOCK OF COMMONWEALTH DEVELOPMENT, INC.

ELAINA D. GLOCKZIN IS THE PRESIDENT AND OWNS 45.9% OF THE STOCK OF CAMBRIDGE INTERESTES, INC., THE MANAGEMENT COMPANY.

ELAINA D. GLOCKZIN IS THE SPOUSE OF EMANUEL H. GLOCKZIN, JR. DESCRIBED BELOW.

EMANUEL H. GLOCKZIN, JR. IS THE VICE PRESIDENT AND TREASURER AND 44.1% STOCKHOLDER OF CAMBRIDGE INTERESTES, INC.

HE IS PRESIDENT AND 100% STOCKHOLDER OF BRAZOS VALLEY CONSTRUCTION, INC., THE CONTRACTOR AND THE PRESIDENT OF PONDEROSA PLAZA MANAGEMENT, INC. THE GENERAL PARTNER OF MYRIAD DESIGNS, LTD., THE ARCHITECT.
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/tppasscmbsearch/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/proc/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

COMMONWEALTH DEVELOPMENT, INC.

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 1/13/2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

[Signature]

Bobby Pounds, Interim Director
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tppasscmbsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
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/tpasscmbsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1450484758400
File/Vendor Number: 023969
Approval Date: 20-JUL-2018
Scheduled Expiration Date: 20-JUL-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LUCKY B PROPERTIES INC.

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 20-JUL-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

[Signature]

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 04/10
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement/cmbi/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1742775821800
File/Vendor Number: 044193
Approval Date: 29-APR-2016
Scheduled Expiration Date: 29-APR-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CAMBRIDGE INTERESTS, INC.

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 29-APR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbi/cmbiHub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.
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 or 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 74,592 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 3,474.57 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

2-26-2020
Date

Harry W. Bostic
Printed Name

6256 Texas
License Number and State

Myriad Designs, Ltd.
Firm Name (If applicable)
Addendum to Architect Certification
HWY 79 Senior Living, TDHCA #20295

The requirements of Section 504 of Rehabilitation Act of 1973 and implemented at 24CFR Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B by making accessible units available in a sufficient range of sizes and amenities to that the choice of living arrangements of qualified persons with disabilities. HWY 79 Senior Living has 72 total units, distributed as follows:

<table>
<thead>
<tr>
<th>Mobility Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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<tbody>
<tr>
<td>1/1</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
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<tr>
<td>2/1</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
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<td>3.6</td>
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</table>

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<thead>
<tr>
<th>Hearing/Visual Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
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<tbody>
<tr>
<td>1/1</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
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<td>1</td>
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<tr>
<td></td>
<td>72</td>
<td></td>
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<td>2</td>
</tr>
</tbody>
</table>

HWY 79 Senior Living regardless of building type, all units accessed by the ground floor or by elevator meet the requirements at 10 TAC §10.101(b)(8)(B).

By: [Signature]
Harry Bostic, Architect

Date: 2-26-2020
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

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
January 26, 2018

Mrs. Elaina D. Glockzin
c/o Emanuel H. Glockzin, Jr.
4500 Carter Creek Parkway, Suite 101
Bryan, Texas 77802

RE: Request for Experience Certificate Under 2018 Uniform Multifamily Rules

Dear Mrs. Glockzin:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
### 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

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<td>No</td>
</tr>
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<td>No</td>
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<td>Elaina D. Glockzin, President</td>
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<td>No</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: ________________________________  Its: President

Signature of Applicant  Date

2/27/2020
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: Emanuel H. Glockzin, Jr.

Which is:  
☐ the Applicant (Entity that generally manages or controls the “Applicant,” i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that Elaina D. Glockzin is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Emanuel H. Glockzin, Jr.  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date
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).

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By: ____________________________

Signature of Applicant:

Date: _______2020________

Its: President

2/25/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: [Signature] [Printed Name] [Date]

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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I acknowledge that [Signature] [Printed Name] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] [Printed Name] [Date]
<table>
<thead>
<tr>
<th>Community Input Scoring Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCAR: 20295</td>
</tr>
</tbody>
</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
  
  ** Name of Local Government Body (if applicable)

** Note that resolutions are due February 28, 2020

Points Requested 17

2. **Quantifiable Community Participation - §11.9(d)(4)**

- Application expects to receive QCP points.

** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

Points Requested

3. **Input from State Representative - §11.9(d)(5)**

- 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.**
  X No letter from a State Representative is included behind this tab.

** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.

Points Requested 8

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. **East Texas Food Bank**

- Name of Community Organization
  
  Dennis Cullinane
  
  Contact Name

X Support

B. **Area Agency on Aging of East Texas**

- Name of Community Organization
  
  Bettye M. Mitchell
  
  Contact Name

X Support

C. **Henderson Rotary Club**

- Name of Community Organization
  
  Sean Jackson
  
  Contact Name

X Support

D. **Henderson Chamber of Commerce**

- Name of Community Organization
  
  Bonnie Geddie
  
  Contact Name

X Support

E. **Christian Women's Job Corps of Rusk County**

- Name of Community Organization
  
  Christie Gambrell
  
  Contact Name

X Support

F. Name of Community Organization

Contact Name

X Support

Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.
Tab 46 – Community Input Scoring Items

- Section 1 – Local Government Support 11.9(d)(1)
- Section 3 – No letter from a State Representative
  - Points available under this subparagraph will be based on how an Application scores under 11.9(d)(1), of this section, relating to Local Government Support
  - A Resolution of support adopted by the City of Henderson for HWY 79 Senior Living.
CITY OF HENDERSON, TEXAS
RESOLUTION NO. 2020-02-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS REGARDING HWY 79 SENIOR LIVING LTD AT HWY 79 S FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, Hwy 79 Senior Living LTD. has proposed a development for a Senior Restricted Development located on Hwy 79 S, named Hwy 79 Senior Living, in the city of Henderson, Rusk County, Texas;

WHEREAS, Hwy 79 Living Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Hwy 79 Senior Living;

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to administer programs to establish and provide for the making of loans and grants of public funds for the purpose of promoting state and local economic development and to stimulate business and commercial activity in the municipality;

It is hereby RESOLVED, that the City of Henderson, acting through its governing body, hereby confirms that it supports the proposed development of Hwy 79 Senior Living, located on Hwy 79 S, in the City of Henderson, Rusk County, Texas and its application to the TDHCA.

FURTHER RESOLVED, that the City of Henderson, acting through its Governing Body for the purposes of Local Political Subdivision Funding, will grant a reduction of $250 towards water/sewer tap fees.

FURTHER RESOLVED, that for and on behalf of the Governing Body, Mayor John Fullen is hereby authorized, empowered, and directed to certify these resolutions to TDHCA. This formal action has been taken to put on record the opinion expressed by the City of Henderson on 11 day of February, 2020.

PASSED AND APPROVED by the City Council of the City of Henderson, Texas on the 11 day of February, 2020.

John Fullen, Mayor

ATTEST:
Cheryl Jimerson, City Secretary
Tab 46 – Community Input Scoring Items

- Section 4- Input from Community Organizations – letters of support from community or civic organizations serving the community containing the development site.
February 20, 2020

Wade Bienski
Homestead Development

Re: Hwy 79 Senior Living
Henderson, Texas

Dear Daniel,

I am writing this letter to voice my support for TDHCA Tax Credit Application for the construction of 72 units of affordable and market rent rate apartments for residents 55 years of age or older, to be located at NW corner of Evenside and Hwy 79 in Henderson, TX.

The East Texas Food Bank is a tax-exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

[Signature]

Dennis J. Cullinane
Chief Executive Officer
Since October 1988, the East Texas Food Bank, a 501(c)(3) nonprofit organization, has provided food to over 200 partner agencies and food programs, in an effort to feed children, the working poor and seniors throughout 26 counties in East Texas. A member of Feeding America, The East Texas Food Bank is one of four food banks that serves the Gulf Coast Region who are pre-staged with food products from Feeding America, to respond to disasters.

Our food sources include a variety of national, regional and local food manufacturers, brokers, wholesalers, and retailers donate food to the East Texas Food Bank. Donated food includes overproduced or discontinued items, frozen foods, dairy products, mislabeled goods, dented cans, day-old breads and pastries, and odd-sized produce. Local farmers and gardeners provide fresh produce. Individuals, businesses and community organizations support the East Texas Food Bank through various canned food drives throughout the year.
Our Service Area

The East Texas Food Bank serves over 250,000 clients in 26 counties throughout East Texas, covering nearly 20,000 miles.
**HUNGER IN EAST TEXAS**

- Our Stories
- Map the Meal Gap
- Our Service Area

### Find Food

**Rusk**

- **Mt Enterprise Morning Star Food Pantry (Pantry Senior Box)**
  - 210 N Railroad Ave, Mt. Enterprise

- **Henderson Food Pantry (Pantry & Senior Box)**
  - 1708 Jacksonville Dr, Henderson

- **Overton-New London Food Pantry (Pantry)**
  - 10525 S. Main St, New London

- **TIM Samaritan House (Pantry)**
  - 375 E. Johnson, Tatum

---

**EAST TEXAS FOOD BANK**

Hunger in East Texas
Partner Agencies
Programs
Join the Fight
Who We Are
Benefits Assistance

---

https://www.easttexasfoodbank.org/hunger-in-east-texas/our-service...
Nutrition Education
Ways to Give

Privacy
Ethics Reporting

Nondiscrimination Statement (Aviso de No Discriminación)

903.597.3663 or 800.815.3663
3201 Robertson Road Tyler, TX 75701

© 2020 East Texas Food Bank.
The East Texas Food Bank is a nonprofit 501(c)(3) organization.

CONTACT US

Join us in fighting hunger and feeding hope.
Email Address (*required)

First Name

Last Name

SUBSCRIBE

Our mission is to fight hunger and feed hope in East Texas
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 20, 2020

EAST TEXAS FOOD BANK FOUNDATION, INC.
3201 ROBERTSON RD
TYLER, TX 75701-2532

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 12-12-2005
- Sales and use tax, as of 12-12-2005
  (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: 32018713456

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-Of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
February 24, 2020

Texas Department of Housing & Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Highway 79 Senior Living Ltd.

To Whom It May Concern:

The Area Agency on Aging is excited and honored to support and advocate for the development of Highway 79 Senior Living Ltd. The Area Agency on Aging represents the fourteen-county East Texas region and is responsible for advocating the needs of older adults and the policies affecting them.

Affordable housing is one of the greatest needs of older adults and a high priority. A senior restricted tax credit development would be most beneficial in assisting older adults secure more affordable housing.

On February 20, 2020, the East Texas Area Agency on Aging Advisory Committee unanimously voted to endorse this endeavor. Our agency proudly offers this letter of support for Highway 79 Senior Living Ltd. and hope to see its development in the very near future.

Sincerely,

Bettye M. Mitchell
Director
Area Agency on Aging of East Texas

ETCOG Vision
We are a trustworthy organization committed to providing leadership, education, and financial resources to our 14-county region.

ETCOG Mission
In order to improve the quality of life for all of our citizens, ETCOG pledges all of its resources to educate and assist its members to accomplish their goals.
Who We Are

About Us

The Area Agency on Aging of East Texas is designated by the Texas Health and Human Service Commission (HHSC) to coordinate services for persons in East Texas who are 60 or older, with particular attention to low-income minority older individuals, older individuals with limited-English proficiency, and older individuals residing in rural areas.

As our population ages, it is important to provide support services that enable our seniors to live according to their choice, independently and with dignity. With a new face accompanying this changing population, we are constantly looking for new and innovative ways to keep up with the fast-paced baby boomers. We encourage and support volunteer and community groups to get involved.

The Area Agency on Aging is a program of the East Texas Council of Governments serving Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt and Wood counties.
AAA Staff

The Area Agency on Aging’s primary strength lies in the experience of its employees. Six of the 14 full-time employees have tenures of five to 10 years.

The 12 full-time employees include the AAA Director, the AAA Associate Director, an Information Referral and Assistance Specialist, a Program Performance Specialist, a Program Administration Specialist, two Case Managers, a Benefits Counselor Lead, three Certified Benefits Counselors and a Managing Local Ombudsman. The staff also consists of five part-time Ombudsman that cover the 14 counties in our region.

The AAA personnel are knowledgeable of regional needs and resources and are committed to assisting the elderly population of the East Texas region in maintaining independence and quality of life. Compensation is competitive with non-governmental organizations, though it is somewhat lower than comparable positions in State agencies. Benefits are superior to those available in the non-governmental sector, and roughly competitive with state benefits.

Bettye M. Mitchell  
Director of Aging Programs

Beverly J. Brown  
Associate Director of Aging Programs

Juanita Beason  
Benefits Counselor Lead

Jennita L. Carter  
Information and Referral/Program Specialist

Eloyce Green  
Staff Ombudsman
What We Do

Our Services

The Area Agency on Aging (AAA) of East Texas is dedicated to building a community that supports older residents and allows them to age with dignity and with an enhanced quality of life. The Area Agency on Aging provides the following services directly to our clients in our 14-county region.

Benefits Counseling
Provides assistance to seniors 60 years of age and older and Medicare beneficiaries of any age concerning their public benefits and entitlements. (more info)

Care Coordination
Assesses the needs of people 60 years of age and older and then coordinates local resources to support an individual's highest level of functioning. (more info)

Caregiver Support
Assesses needs of caregivers and then coordinates available support services for those in need in a 14-county service area. (more info)

Health and Wellness
Evidence-Based Intervention Programs focusing on self-management of diabetes and chronic disease and reducing fears and concerns about falls. (more info)

Information Referral and Assistance
Provides information and assistance to callers to identify and link the appropriate service agencies within our network of partners. (more info)

Nutrition
Provides nourishing meals on-site at nutrition centers and/or delivered to home-bound seniors. (more info)

Ombudsman
Ombudsman advocate for residents of long-term care facilities throughout the East Texas region. (more info and video)

Senior Centers
Local neighborhood facilities providing organization and providing support services and recreational and group activities for older persons. (more info)

Transportation
Offers door-to-door trips to senior nutrition centers and to doctor's appointments throughout our service area for seniors 60 years of age and older. (more info)

About Us

The Area Agency on Aging of East Texas is designated by the Texas Health and Human Services Commission (HHSC) to coordinate services for persons in East Texas who are 60.

1501 Pentecost Road
Kilgore, Texas 75662
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 24, 2020

EAST TEXAS COUNCIL OF GOVERNMENTS
3800 STONE RD
KILGORE, TX 75662-6927

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 01-01-2008
Sales and use tax, as of 03-01-1984
(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: 17513272223

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 on their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
February 19, 2020

Texas Department of Housing and Community Affairs
Austin, Texas

RE: Hwy 79 Senior Living Ltd.

To Whom It May Concern:

I am writing to you to express our support of Hwy 79 Senior Living Ltd., and the Hwy 79 Senior Living development to be located off of Hwy 79 in Henderson, TX.

There is a need for quality affordable senior housing in Henderson, Texas. We believe that these apartments will serve the need for our seniors.

If we can be of further help in this matter, please contact us.

Sincerely,

Sean Jackson, President
Rotary Club of Henderson
Henderson Rotary CLUB
@HendersonRotaryClub

**About**

**CONTACT INFO**

📞 Call (903) 452-1030

🔗 m.me/HendersonRotaryClub

**MORE INFO**

About

Henderson Rotary Club meets every Thursday at noon at First Baptist Church dining hall. We are a very active community service club in Henderson, Texas.

Community Organization
Henderson Rotary CLUB
October 8, 2019

Rotarian Jee Lynne Gaddis, Rotary Club of Henderson shares why Henderson Rotarians give all 3rd grade students a new dictionary. And see how happy the students are to receive their very own dictionary.

John Henson
October 8, 2019

Henderson Rotary CLUB is with Elizabeth Minor.
October 4, 2019

Congratulations to Michael and Elizabeth Minor, newest members of the Rotary Club of Henderson!
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 20, 2020

HENDERSON ROTARY ENDOVENTMENT FUND
201 N MAIN ST
HENDERSON, TX 75652-3169

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 12-04-1989
- Sales and use tax, as of 06-14-1990
  (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: 30113831611

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State’s website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State’s website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
February 18, 2020

Texas Department of Housing and Community Affairs
Austin, Texas

RE: Hwy 79 Senior Living Ltd.

The Henderson Area Chamber of Commerce would like to express our support for the proposed Hwy 79 Senior Living Ltd, and the Hwy 79 Senior Living development to be located off Highway 79 South in Henderson, Texas.

There is a definite need for senior living in our community which provides quality and affordable housing. We believe this development will serve the need for our seniors.

We look forward to working with Hwy 79 Senior Living Ltd.

Sincerely,

Bonnie Geddie
Executive Director
Henderson Area Chamber of Commerce
About the Chamber

About the Chamber
The Henderson Area Chamber of Commerce is a fully active organization comprised of businesses that help to shape the economy, promote community awareness, and set the pace for the future of Henderson, Texas, and the surrounding area. Through the Chamber's volunteer committees, business events, and dynamic website, we provide the services, resources, and technologies that help our members grow while gaining exposure in the community.

The Henderson Area Chamber is committed to building solid partnerships with its member businesses, the city of Henderson, Rusk County, and the local public school districts. As an advocate for business, we strive to create a healthy economy while at the same time preserving the quality of life we all enjoy.

The Chamber is comprised of a diverse group of people who share a passion for conducting business in Henderson and getting involved in the community. The opportunities for involvement are as diverse as our member base. To learn more about the Chamber and how you can get involved, please explore the helpful tools on this website.

Again, welcome to the Henderson Area Chamber of Commerce online!

Bonita Homes says

Business Description: At Bonita Homes, we take pride in our available rental properties, and we are committed to providing our tenants with practical, efficient, and affordable living...

Henderson Texas, 9037025199
http://bonitahometexas.com/tr

Google
This page can't load Google Maps correctly.

View larger map & directions

View member profile

live map
UPDATE

Google
This page can't load Google Maps correctly.

Do you own this website? OK
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 27, 2020

HENDERSON AREA CHAMBER OF COMMERCE
201 N MAIN ST
HENDERSON, TX 75652-3169

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 02-16-1946
Sales and use tax, as of 06-17-1981

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17503281002

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications 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.
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

February 20, 2020

Dear Sirs:

I was excited to learn of the possibility of senior housing for Henderson, Texas! At Christian Women’s Job Corps of Rusk County, we work with women of all ages and all walks of life. The lack of housing for seniors has long been a concern of ours. Affordable housing is Rusk County is scarce, and safe and affordable housing is especially a serious need for senior adults on a fixed income. During the last several months we have worked with two women who both ended up in housing in other communities. One of these women went to the Dallas area, and the other ended up in Nacogdoches - both away from friends and their support system. Rusk County is a rural community which is lacking in many resources, but it is home for many seniors, and they don’t need to be uprooted at this stage in their lives. We strongly support the development of safe, quality housing for senior residents and are excited that Edge Properties, application # 20295, is willing to help meet this need through the Hwy 79 Senior Living Center.

Sincerely,

Christie Gambrell
Executive Director
Christian Women’s Job Corps of Rusk County
Contact Us

210 N Sioux St
210 N Sioux St, Henderson TX 75652

View larger map
Check with us on Facebook at CWJC of Rusk County for current happenings.

We are located at

210 N Sioux St
Henderson TX 75652

(Across from FBC Henderson and behind the Tax office)

Mailing Address:

CWJC of Rusk Co.
P.O box 1437
Henderson TX 75653

Phone: 903-655-1684
Fax: 903-655-0055

Your Name (required)

Your Email (required)

Subject

Your Message

Send
About Us

Christian Women's Job Corps of Rusk County (CWJC)

equips women with life and employment skills within a Christian environment.

CWJC of Rusk County is a 501c3 nonprofit, utilizing 75-100 volunteers each year, and networking with other community organizations. If you are interested in giving back to those within our community, come by for a visit, call our office (903-655-1684), or email us at cwjcofruskcounty@suddenlinkmail.com for further information.
Christian Women's Job Corps of Rusk County is funded by donations from individuals, churches, community organizations, and grants. We are proud of the support of our local community.

Through more than 200 registered and certified CWJC® and CMJC® sites across the nation, thousands of women and men each year gain self-confidence, purpose, direction, and hope for their future. Each CWJC site is totally responsible for its own funding.

We are proud to be community partners with United Way of Rusk County.

Christian Women's Job Corps Of Rusk County

210 N. Sioux St –
903-655-1684

Free Classes
903-655-1684

Proud Partner of United Way
of Rusk County

Literacy classes provided
in part by a grant from the

© 2019 Copyright, Christian Women's Job Corps, Rusk County. All rights reserved.

- Designed by Missionary TECH Team.
Date: MAR 13 2008

CHRISTIAN WOMENS JOB CORPS OF RUSK COUNTY
PO BOX 1437
HENDERSON, TX 75653-1437

Employer Identification Number:
82-0560473

DLN:
17053054724008

Contact Person:
GREGORY K OLMINE

ID# 31382

Contact Telephone Number:
(877) 829-5500

Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated April 2003, stated you would be exempt from Federal income-tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

[Signature]
Robert Choi
Director, Exempt Organizations
Rulings and Agreements
## Required Third Party Reports

**ALL third-party reports must include the following statement:**

“All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law.”

Complete the information below as applicable [§11.205].

<table>
<thead>
<tr>
<th>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
<th>Date of Report: 2/20/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: SMS Environment &amp; Ecological Serv.</td>
<td></td>
</tr>
<tr>
<td>□ Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
<td></td>
</tr>
<tr>
<td>□ If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.</td>
<td></td>
</tr>
<tr>
<td>□ Development is funded by USDA and is not required to supply an ESA.</td>
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<tr>
<th>2. Environmental Clearance (Direct Loan applications only)</th>
<th></th>
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<tbody>
<tr>
<td>All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.</td>
<td></td>
</tr>
<tr>
<td>□ 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.</td>
<td></td>
</tr>
<tr>
<td>□ Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
<td></td>
</tr>
<tr>
<td>□ Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. <a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
<td></td>
</tr>
<tr>
<td>□ A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
<td></td>
</tr>
<tr>
<td>Name of Firm:</td>
<td></td>
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<tr>
<td>Contact Person:</td>
<td></td>
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<tr>
<td>Contact Telephone:</td>
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<td>Email:</td>
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<tr>
<th>3. Primary Market Area Map</th>
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<tbody>
<tr>
<td>□ Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
<td></td>
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<tr>
<td>Prepared by: Allen &amp; Associate Consulting</td>
<td></td>
</tr>
<tr>
<td>Date of Report: February, 2020</td>
<td></td>
</tr>
<tr>
<td>Development Site Location:</td>
<td></td>
</tr>
<tr>
<td>Longitude: -96.812136</td>
<td></td>
</tr>
<tr>
<td>Latitude: 30.12989</td>
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<tr>
<th>4. Scope and Cost Review (SCR) (formerly PCA)</th>
<th></th>
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<tbody>
<tr>
<td>Prepared by: N/A</td>
<td></td>
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<tr>
<td>Date of Report:</td>
<td></td>
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<th>5. Appraisal</th>
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<tbody>
<tr>
<td>Prepared by: N/A</td>
<td></td>
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<tr>
<td>Date of Report:</td>
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<th>6. Feasibility Report</th>
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<tbody>
<tr>
<td>Date of Report: February, 2020</td>
<td></td>
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</table>
MARKET AREA

Overview

Market areas are influenced by a variety of interrelated factors. These factors include site location, economic, and demographic characteristics (tenure, income, rent levels, etc.), local transportation patterns, physical boundaries (rivers, streams, topography, etc.), census geographies, and the location of comparable and/or potentially competing communities.

In areas where the county seat is the largest city, centrally located, and draws from the entire county, the county may be the market area. In the case where there are potentially competing communities in one county, the market area may be part of the county. In fact, the market area could include portions of adjacent counties. In this case, a combination of county subdivisions may be used to define the market area. In urban or suburban areas, the market area will be adjacent to the site extending to all locations of similar character with residents or potential residents likely to be interested in the project. In this case, county subdivisions, townships, or a combination of census tracts may be used to define the market area.

Allen & Associates recently conducted a series of property management interviews to better understand market areas and resident moving patterns for multifamily properties. Our study suggested that markets may be classified into the following general categories: urban, suburban and rural. Renters in urban markets are typically willing to move 5 to 10 minutes when looking for a new apartment. Our research also shows that renters in suburban markets are normally willing to move 10 to 15 minutes when looking for a new place to live. Renters in rural markets are typically willing to move 15 to 20 minutes when looking for a new apartment. We considered these general guidelines in our evaluation of the subject property.

Our study suggested that secondary market areas were generally a function of whether the proposed development was family or elderly. Our research suggested that secondary market demand for family properties ranged from 10 to 30 percent. Secondary market demand for elderly properties ranged from 10 to 50 percent. Although seniors move less frequently than younger renters, they are often willing to move longer distances when looking for housing. We considered these general secondary market guidelines in our evaluation of the subject property.

Our primary and secondary market area definitions are found below.

Primary Market Area

We defined the primary market area by generating a 15-minute drive time zone around the subject property. We also considered existing concentrations of multifamily properties and the nearest census tract boundaries in our analysis.

Primary market area, drive time and existing multifamily maps are found in the following pages. The primary market area included all or part of the following census tracts:

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>County</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>48401950200</td>
<td>Rusk County</td>
<td>Texas</td>
</tr>
<tr>
<td>48401950400</td>
<td>Rusk County</td>
<td>Texas</td>
</tr>
<tr>
<td>48401950501</td>
<td>Rusk County</td>
<td>Texas</td>
</tr>
<tr>
<td>48401950502</td>
<td>Rusk County</td>
<td>Texas</td>
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</tr>
<tr>
<td>48401950700</td>
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<td>Rusk County</td>
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<td>48401951000</td>
<td>Rusk County</td>
<td>Texas</td>
</tr>
<tr>
<td>48401951100</td>
<td>Rusk County</td>
<td>Texas</td>
</tr>
</tbody>
</table>

The primary market area includes a population of 42,898 persons and covers a total of 657.9 square miles, making it 28.9 miles across on average.

Secondary Market Area

We estimate that up to 40 percent of demand will come from areas outside of the primary market area.
### 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 =</th>
<th>16.9</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>Poverty Rate is less than 17.0341.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate =</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Applicable Poverty Rate =</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate =</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Applicable Poverty Rate =</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rent Burden Rank = 3227 (lower number wins tie)

### Tie-Breaker #2 (10 TAC §11.7(2))

Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

**Development Longitude:** -96.812136  
**Development Latitude:** 30.12989  
**Target Population:** Elderly

**Closest Development serving same Population:**  
**Application Number:**  
**Address:**  
**Year of Award:**
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
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
May 1, 2020

Ms. Sharon Gamble
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

Re: HTC Application 20295 HWY 79 Senior Living

Dear Ms. Gamble:

Please consider this a formal request for a Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 20295 HWY 79 Senior Living. This RFAD concerns two items: points claimed for Local Government Support under Section 11.9(d)(1) and the Utility Allowances used in the Rent Schedule.

Local Government Support
Section 11.9(d)(1) Local Government Support states that an Application may qualify to receive up to 17 points for resolutions voted on and adopted by the appropriate bodies of government for a development site. There are three options depending on the location: “Within a municipality,” “Within the extraterritorial jurisdiction of a municipality,” and “Within a county and not within a municipality or the extraterritorial jurisdiction of a municipality.” If the site is within a municipality, 17 points may be awarded for a resolution of support from the City. If the site is within the ETJ, 8.5 points may be awarded for a resolution of support from the City and 8.5 points may be awarded for a resolution of support from the County.

Application 20295 claimed 17 points for a resolution from the City of Henderson only. According to the Site Information Form Part III and the purchase contract, the development site contains 13.357 acres owned by Russell Dean Marshall. This acreage is comprised of two tax parcels. According to information attached from the Rusk County Appraisal District, the southern parcel, described as 6 of the 13.357 acres, is located within the City Limits of Henderson. The northern parcel, described as 7.357 of the 13.357 acres, is located Outside of the City Limits of Henderson. The attached tax map shows the outlines of two parcels that comprise the site, which correspond to the survey submitted with the Feasibility Report. The Feasibility Report confirms that the site is partially within the city limits and partially in the ETJ.

The HWY 79 Senior Living site has a significant portion of land that is located outside of the City Limits of Henderson. Therefore, the proposed development site at the time of Application is not “Within a municipality.” Because of the area of the site that is located outside of the municipality and “Within the extraterritorial jurisdiction of a municipality,” in order to receive the full 17 points for this scoring item, this Application also needs a resolution of support from Rusk County.

As submitted, this Application is only eligible for 8.5 points for Local Government Support.

Utility Allowance
The Application contains and uses the Rusk County utility allowance (UA) published by the Tatum Housing Authority. The UA has an allowance under “Other” that says “CC – 20.45/8.00.” Based on our experience, the first fee is for Gas and the second fee is for Electric. While both this Applicant and the Applicant for 20262 omitted this amount, the $8.00 shown as “Other” on the UA
should have been included in the utility allowance total found in the rent schedule. When $8 is added to the utility allowance in the Rent Schedule, the rent collected per unit decreases and the expense to income ratio will increase to over 65%. An expense to income ratio greater than 65% does not meet the Initial Feasibility requirement under Section 11.302(i)(4)(A).

Thank you for your attention.

Sincerely,

[Signature]

Alyssa Carpenter
Part 1a must list all Board Members of Nonprofits that have the ability to exercise control, all Executive Directors, and any other person capable of exercising control.

In Part 1b, use the drop-down menu to state whether the person or entity has more than one Application competing in the current Application Round.

Be sure all names exactly match the organizational charts and are used consistently. Avoid nicknames.

For each Person or entity that indicates affiliation with another Application in Part 1b, you must submit a Part 2. Scroll down to find Part 2 of the form.

Up to 30 separate persons or entities may be entered in Part 1.

Part 2: Complete a Part 2 for each Person that answered “Yes” on Part 1b. Print the complete forms, have them signed, and insert the executed copies back into the PDF Application.

For 9% HTC Applicants only:
The Housing Tax Credit cap is $3 million and applies to all Applicants, Developers, Affiliates or Guarantors in the Application. See §11.4(a) of the QAP for details regarding how to apply the cap.

Part 6 – Community Input Scoring Items

Tab 46 – Fill-in the form and include the letters behind the form as applicable.

Section 1 - Local Government Support - An Application may qualify for up to seventeen (17) points for a resolution or resolutions voted on and adopted by the bodies reflected in subparagraphs (A) - (C) below. The resolution(s) must be dated prior to and submitted no later than 5:00 p.m. (Austin local time) on February 28, 2020. Resolution(s) must specifically identify the Development by legal description, address, Development name, Application number or other verifiable method. A municipality or county should consult its own staff and legal counsel as to whether their handling of actions regarding such resolution(s) are consistent with Fair Housing laws as they may apply, including any Fair Housing Activity Statement-Texas (“FHAST”) form on file, any current Analysis of Impediments to Fair Housing Choice, or any current plans such as one year action plans or five year consolidated plans for HUD block grant funds, such as HOME or CDBG funds. Once a resolution is submitted to the Department it may not be changed or withdrawn. For an Application with a proposed Development Site that, at the time of the initial filing of the Application, is:

- (A) Within a municipality, the Application can receive seventeen (17) points for a resolution from the Governing Body of that municipality expressly stating that the municipality supports the Application or Development; or fourteen (14) points if the resolution states that the municipality has no objection to the Application or Development.
- (B) Within the extraterritorial jurisdiction of a municipality, the Application may receive eight and one-half (8.5) points for a resolution from the Governing Body of that municipality expressly stating that the municipality supports the Application or Development; or seven (7) points if the resolution states that the municipality has no objection to the Application or Development. In addition, the Application can receive eight and one-half (8.5) points for a resolution from the Governing Body of the county expressly stating that the county supports the Application or Development; or seven (7) points if the resolution states that the county has no objection to the Application or Development.
- (C) Within a county and not within a municipality or the extraterritorial jurisdiction of a municipality scores seventeen (17) points for a resolution from the Governing Body of that county expressly setting forth that the county supports the Application or Development; or
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#:</th>
<th>20295</th>
<th>Self Score Total:</th>
<th>132</th>
</tr>
</thead>
</table>

1. **Local Government Support - §11.9(d)(1)** - Only check the box if support documents are included in the Application.

   - **X** Resolution(s) of either "no objection" or "support" is included behind this tab.**
     - **Points Requested**: 17
     - **Name of Local Government Body**: City Council of Henderson
     - **Name of Local Government Body (if applicable)**: 

   **Note that resolutions are due February 28, 2020**

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)**

   - Letter of either support, neutrality, or opposition is included behind this tab.**
     - **Points Requested**: 

   OR

   - Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
     - **Points Requested**: 8

   **Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

4. **Input from Community Organizations - §11.9(d)(6)**

   - **X** Applicant has included one or more letters of support or opposition behind this tab.**
     - **Points Requested**: 4

   **A. East Texas Food Bank**
   - **Name of Community Organization**: East Texas Food Bank
   - **Contact Name**: Dennis Cullinane
   - **Support**: X
   - **Opposition**: 

   **B. Area Agency on Aging of East Texas**
   - **Name of Community Organization**: Area Agency on Aging of East Texas
   - **Contact Name**: Bettye M. Mitchell
   - **Support**: X
   - **Opposition**: 

   **C. Henderson Rotary Club**
   - **Name of Community Organization**: Henderson Rotary Club
   - **Contact Name**: Sean Jackson
   - **Support**: X
   - **Opposition**: 

   **D. Henderson Chamber of Commerce**
   - **Name of Community Organization**: Henderson Chamber of Commerce
   - **Contact Name**: Bonnie Geddie
   - **Support**: X
   - **Opposition**: 

   **E. Christian Women’s Job Corps of Rusk County**
   - **Name of Community Organization**: Christian Women’s Job Corps of Rusk County
   - **Contact Name**: Christie Gambrell
   - **Support**: X
   - **Opposition**: 

   **F.**
   - **Name of Community Organization**: 
   - **Contact Name**: 

---

2/27/2020
HWY 79 Senior Living, Ltd.
2020 HTC Application
TDHCA 20295

Tab 46 – Community Input Scoring Items

- Section 1 – Local Government Support 11.9(d)(1)
- Section 3 – No letter from a State Representative
  - Points available under this subparagraph will be based on how an Application scores under 11.9(d)(1), of this section, relating to Local Government Support
  - A Resolution of support adopted by the City of Henderson for HWY 79 Senior Living.
CITY OF HENDERSON, TEXAS
RESOLUTION NO. 2020-02-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS REGARDING HWY 79 SENIOR LIVING LTD AT HWY 79 S FOR SUPPORT AND LOCAL POLITICAL SUBDIVISION FUNDING

WHEREAS, Hwy 79 Senior Living LTD. has proposed a development for a Senior Restricted Development located on Hwy 79 S, named Hwy 79 Senior Living, in the city of Henderson, Rusk County, Texas;

WHEREAS, Hwy 79 Living Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Competitive 9% Housing Tax Credits for Hwy 79 Senior Living;

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to administer programs to establish and provide for the making of loans and grants of public funds for the purpose of promoting state and local economic development and to stimulate business and commercial activity in the municipality;

It is hereby RESOLVED, that the City of Henderson, acting through its governing body, hereby confirms that it supports the proposed development of Hwy 79 Senior Living, located on Hwy 79 S, in the City of Henderson, Rusk County, Texas and its application to the TDHCA.

FURTHER RESOLVED, that the City of Henderson, acting through its Governing Body for the purposes of Local Political Subdivision Funding, will grant a reduction of $250 towards water/sewer tap fees.

FURTHER RESOLVED, that for and on behalf of the Governing Body, Mayor John Fullen is hereby authorized, empowered, and directed to certify these resolutions to TDHCA. This formal action has been taken to put on record the opinion expressed by the City of Henderson on 11 day of February, 2020.

PASSED AND APPROVED by the City Council of the City of Henderson, Texas on the 11 day of February, 2020.

John Fullen, Mayor

ATTEST:

Cheryl J. Henson, City Secretary
1. Site Acreage

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.357</td>
<td>13.357</td>
<td>N/A</td>
<td>13.357</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: 13.357
Feasibility Report Engineer’s Plan: 

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

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

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

2. Site Control [10 TAC §11.204(10)]

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russell Dean Marshall</td>
<td>Russell Dean Marshall</td>
</tr>
<tr>
<td>417 E. Market, Mabank, TX 75147</td>
<td></td>
</tr>
</tbody>
</table>

Address

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mabank</td>
<td>TX</td>
<td>75147</td>
<td></td>
</tr>
</tbody>
</table>

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

If "Yes," please explain: 

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [X] Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.

Expiration of Contract or Option: 9/30/2020

Anticipated Closing Date: 9/30/2020

- [X] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [ ] The Property has the following encumbrance(s):
1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

**Seller:** RUSSELL DEAN MARSHALL,  
N/A  
Address: 417 E. Market, Mabank, TX 75147  
Phone: (903)237-8154  
Fax:  
E-mail: russellmarshall1958@gmail.com  
Other: N/A

**Buyer:** EMANUEL GLOCKZIN or assigns,  
N/A  
Address: P.O. Box 3189, Bryan, TX 77805  
Phone: (979)846-6878  
Fax: N/A  
E-mail: Emanuel@edgproperties.net  
Other: N/A

2. **PROPERTY:**

A. "Property" means that real property situated in RUSK County, Texas at 13.357 ac HWY 79 S, HENDERSON, TX 75654 (address) and that is legally described on the attached Exhibit N/A or as follows: N/A

B. Seller will sell and convey the Property together with:

1. all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, easements, and rights-of-way;
2. Seller's interest in all leases, rentals, and security deposits for all or part of the Property; and
3. Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.
If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

1. Cash portion payable by Buyer at closing: $ 250,000.00
2. Sum of all financing described in Paragraph 4: $
3. Sales price (sum of 3A(1) and 3A(2)): $ 250,000.00
### General Real Estate Property Information

<table>
<thead>
<tr>
<th>Property ID:</th>
<th>60629</th>
</tr>
</thead>
</table>
| Property Legal Description: | PT LOT 1 BLK 890  
6 ACRES OF 13.357 ACRES  
IN CITY LIMITS |
| Property Location: | W US 79 |
| Owner Information: | MARSHALL RUSSELL DEAN  
417 E Market St  
Mabank TX 75147 2314 |
| Previous Owner: | |

**View Previous Owner Information**

<table>
<thead>
<tr>
<th>Account / Geo Number:</th>
<th>01370-00870-00030-000000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey / Sub Division Abstract:</td>
<td></td>
</tr>
<tr>
<td>Block:</td>
<td></td>
</tr>
<tr>
<td>Section / Lot:</td>
<td></td>
</tr>
</tbody>
</table>

**View Building Detail Information**

**View Land Detail Information**

### Deed Information:

<table>
<thead>
<tr>
<th>Volume:</th>
<th>2340</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page:</td>
<td>831</td>
</tr>
<tr>
<td>File Number:</td>
<td>78711</td>
</tr>
<tr>
<td>Deed Date:</td>
<td>8/30/2002</td>
</tr>
</tbody>
</table>

**View GIS Map**

The map link above is not affiliated with this website. It is a 3rd party GIS link to provide additional information only.
<table>
<thead>
<tr>
<th>Jur Code</th>
<th>Description</th>
<th>Market Value</th>
<th>Homestead</th>
<th>Total Exemption</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>05</td>
<td>RUSK COUNTY</td>
<td>30,010</td>
<td>0</td>
<td>2,670</td>
<td></td>
</tr>
<tr>
<td>05R</td>
<td>RUSK COUNTY SPEC ROAD</td>
<td>30,010</td>
<td>0</td>
<td>2,670</td>
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</tr>
<tr>
<td>05S</td>
<td>COUNTY SCHOOL</td>
<td>30,010</td>
<td>0</td>
<td>2,670</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>CITY OF HENDERSON</td>
<td>30,010</td>
<td>0</td>
<td>2,670</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>HENDERSON I.S.D.</td>
<td>30,010</td>
<td>0</td>
<td>2,670</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>RUSK CO GROUNDWATER CONSV DIST</td>
<td>30,010</td>
<td>0</td>
<td>2,670</td>
<td></td>
</tr>
</tbody>
</table>

City is taxing jurisdiction
## General Real Estate Property Information

### New Property Search

<table>
<thead>
<tr>
<th>Property ID:</th>
<th>24904</th>
</tr>
</thead>
</table>

**Property Legal Description:**
- AB 709 J SMITH SUR
- 7.357 ACS OF 13.357 ACRES
- OUT OF CITY LIMITS

**Property Location:**
- CORNER 79 S & EVENSIDE

### Owner Information

**MARSHALL RUSSELL DEAN**

417 E Market St
Mabank TX 75147 2314

**Previous Owner:**
- BROOKS DONAL R & GLENDAG G

### Deed Information

- **Volume:** 2340
- **Page:** 831
- **File Number:** 78711
- **Deed Date:** 8/30/2002

### Go To Previous Page

**Account / Geo Number:**
- 00709-00040-00000-000000

**Survey / Sub Division Abstract:**

**Block:**

**Section / Lot:**

**View Building Detail Information**

**View Land Detail Information**

**View Previous Owner Information**

### Property Detail

**Agent:** None

**Property Exempt:**

---

The map link above is not affiliated with this website. It is a 3rd party GIS link to provide additional information only.
<table>
<thead>
<tr>
<th>Jur Code</th>
<th>Description</th>
<th>Market Value</th>
<th>Homestead</th>
<th>Total Exemption</th>
<th>Taxable</th>
</tr>
</thead>
<tbody>
<tr>
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<td>490</td>
</tr>
<tr>
<td>05R</td>
<td>RUSK COUNTY SPEC ROAD</td>
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<td>0</td>
<td>0</td>
<td>490</td>
</tr>
<tr>
<td>05S</td>
<td>COUNTY SCHOOL</td>
<td>36,790</td>
<td>0</td>
<td>0</td>
<td>490</td>
</tr>
<tr>
<td>46</td>
<td>HENDERSON I.S.D.</td>
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<td>0</td>
<td>0</td>
<td>490</td>
</tr>
<tr>
<td>65</td>
<td>RUSK CO ESD#1</td>
<td>36,790</td>
<td>0</td>
<td>0</td>
<td>490</td>
</tr>
<tr>
<td>66</td>
<td>RUSK CO GROUNDWATER CONSV DIST</td>
<td>36,790</td>
<td>0</td>
<td>0</td>
<td>490</td>
</tr>
</tbody>
</table>

* View 5 Year Value History

Real Estate Appraisal Information is the 2019 CERTIFIED Appraisal Values. © Rusk County Appraisal District | Last Real Estate Update: 02/18/2020
From Feasibility Report

BEING THE REMAINDER OF A CALLED 57.46 ACRES TRACT
SEE VOLUME 1937 PAGE 497

For information purposes only.
EXECUTIVE SUMMARY

The report is a summary of a site investigation for a +/- 13.357 acre tract near the intersection of US 79 and S. Evenside Street in Henderson, Rusk County, Texas. The site is bordered by a single family homes and US Hwy 79 to the south, single family homes to the east, and undeveloped land to the north and west. The intent of this report is to determine the suitability of this tract for development by Hwy 79 Senior Living, Ltd.

KEY NOTES:

- The site sits partially within the corporate limits of the City of Henderson and partially in the extra territorial jurisdiction of the City. The portion that site that sits outside of the city limits will need to be annexed prior to development.
- The property is currently undeveloped and un-platted. A preliminary plan and final plat will be required for development of the tract. Both the Planning and Zoning Commission along with City Council will be required to act on the final plat of the property.
- The site is zoned R1 on the official Zoning Map. The proposed use is not allowed within the zoning district. The site will likely need to be re-zoned to M2 (medium density multi-family).
- Minimum parking of 1.5 spaces per unit and 1 visitor space for every 2 units.
  - 72 units * 1.5 = 108 primary spaces
  - 72 units / 2 = 36 visitor spaces
  - Total = 144
  - ADA spaces = 5 (1 van accessible)
  - 144 spaces will be required. 187 spaces shown on the preliminary site plan.
- Building Height is limited to a maximum of 40’.
- Building Density is limited to 15 units per acre.
- Building Setbacks
  - 35’ front along US Hwy 79.
  - 10’ side along the east and west property boundary
  - 25’ rear along the north property boundary
- A traffic impact analysis is not anticipated for the development of the tract.
- No portion of this site lies within FEMA regulated floodplain per map panel 48401C0220C and 448401C0215C effective September 29, 2010.
### Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$13</td>
<td>$16</td>
<td></td>
<td></td>
<td></td>
<td>Tatum Housing Authority</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 3</td>
<td>$ 4</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Other Electric</td>
<td>Tenant</td>
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<td>$10</td>
<td>$12</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$15</td>
<td>$19</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$12</td>
<td>$15</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Paid by Tenant: $ - $53.0 $66.0 $ - $ -

Other (Describe)

If a revised form is submitted, date of submission: ____________________________
### Furnished Utilities and Other Services

**Locality:** TATUM, TEXAS  
**Unit Type:** MULTI-FAMILY  
**Date:** 3-7-2019  

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
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<tbody>
<tr>
<td><strong>Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>10</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>10</td>
<td>13</td>
<td>16</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooling</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric</strong></td>
<td>7</td>
<td>10</td>
<td>12</td>
<td>16</td>
<td>20</td>
<td>24</td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td>11</td>
<td>15</td>
<td>19</td>
<td>23</td>
<td>29</td>
<td>35</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>a. Natural Gas</td>
<td>5</td>
<td>7</td>
<td>9</td>
<td>11</td>
<td>14</td>
<td>18</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>9</td>
<td>12</td>
<td>15</td>
<td>18</td>
<td>22</td>
<td>28</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td>18</td>
<td>18</td>
<td>28</td>
<td>33</td>
<td>38</td>
<td>48</td>
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<tr>
<td><strong>Sewer</strong></td>
<td>11</td>
<td>11</td>
<td>15</td>
<td>17</td>
<td>19</td>
<td>23</td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td>19</td>
<td>19</td>
<td>19</td>
<td>19</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
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<tr>
<td><strong>Other -- specify</strong></td>
<td>CC - 20.45/8.00</td>
<td>CC - 20.45/8.00</td>
<td>CC - 20.45/8.00</td>
<td>CC - 20.45/8.00</td>
<td>CC - 20.45/8.00</td>
<td>CC - 20.45/8.00</td>
</tr>
</tbody>
</table>

**Actual Family Allowances:** To be used by the family to compute allowance. Complete below for the actual unit rented.

**Name of Family**

**Address of Unit**

**Number of Bedrooms**

**Previous editions are obsolete**
### Rent Schedule

<table>
<thead>
<tr>
<th>Unit Types</th>
<th># of Units</th>
<th># of Bathrooms</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>5</td>
<td>1.0</td>
<td>896</td>
<td>4,480</td>
<td>340</td>
<td>53</td>
<td>287</td>
<td>1,435</td>
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<tr>
<td>TC 50%</td>
<td>7</td>
<td>1.0</td>
<td>896</td>
<td>6,272</td>
<td>568</td>
<td>53</td>
<td>515</td>
<td>3,605</td>
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<tr>
<td>TC 60%</td>
<td>19</td>
<td>1.0</td>
<td>896</td>
<td>17,024</td>
<td>681</td>
<td>53</td>
<td>628</td>
<td>11,932</td>
</tr>
<tr>
<td>MR</td>
<td>6</td>
<td>1.0</td>
<td>896</td>
<td>4,480</td>
<td>681</td>
<td>681</td>
<td>53</td>
<td>3,405</td>
</tr>
<tr>
<td>TC 30%</td>
<td>6</td>
<td>1.0</td>
<td>1176</td>
<td>7,056</td>
<td>408</td>
<td>66</td>
<td>342</td>
<td>2,052</td>
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<tr>
<td>TC 50%</td>
<td>8</td>
<td>1.0</td>
<td>1176</td>
<td>9,408</td>
<td>681</td>
<td>66</td>
<td>615</td>
<td>4,920</td>
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<tr>
<td>TC 60%</td>
<td>16</td>
<td>1.0</td>
<td>1176</td>
<td>18,816</td>
<td>817</td>
<td>66</td>
<td>751</td>
<td>12,016</td>
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<tr>
<td>MR</td>
<td>6</td>
<td>1.0</td>
<td>1176</td>
<td>7,056</td>
<td>817</td>
<td>817</td>
<td>4901</td>
<td>4,902</td>
</tr>
</tbody>
</table>

**TOTAL**

- **72** Units
- **74,592** Total Net Rentable Sq. Ft.
- **44,267** Total Monthly Rent

- **Non Rental Income** $10.00 per unit/month for: 720
- **Application Fee** 720

**= POTENTIAL GROSS MONTHLY INCOME** 44,987

- **Provision for Vacancy & Collection Loss** $10.00 per unit/month
- **Rental Concessions** 4,613

**= EFFECTIVE GROSS MONTHLY INCOME** 41,356

If a revised form is submitted, date of submission: 2/27/2020

---

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

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

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

- **Application Fee**
- **Rent Schedule**
### ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 2,200</td>
</tr>
<tr>
<td>Other</td>
<td>$ describe</td>
</tr>
<tr>
<td>Other</td>
<td>$ describe</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$ 24,200</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Management Fee:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Percent of Effective Gross Income</td>
<td>4.99%</td>
</tr>
<tr>
<td><strong>Total Management Fee:</strong></td>
<td>$ 24,900</td>
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</table>

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$ 30,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 30,000</td>
</tr>
<tr>
<td>Other</td>
<td>$ describe</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>$ 6,000</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$ 66,000</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$ 9,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td></td>
</tr>
<tr>
<td>Grounds</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$ 8,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
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<tr>
<td>Other</td>
<td>$ describe</td>
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<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$ 52,000</td>
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<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
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</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$ 12,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$ 1,600</td>
</tr>
<tr>
<td>Trash</td>
<td>$ 6,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Other</td>
<td>$ describe</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$ 44,600</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Property Insurance:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per net rentable square foot:</td>
<td>$ 0.43</td>
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<tr>
<td><strong>Total Annual Property Insurance:</strong></td>
<td>$ 32,000</td>
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</table>

<table>
<thead>
<tr>
<th>Property Taxes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate:</td>
<td></td>
</tr>
<tr>
<td>Source:</td>
<td></td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$ 50,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Reserve for Replacements:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Annual reserves per unit:</td>
<td>$ 250</td>
</tr>
<tr>
<td><strong>Total Reserve for Replacements:</strong></td>
<td>$ 18,000</td>
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</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
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</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$ 7,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$ 2,880</td>
</tr>
<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 - $25/MRB unit)</td>
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</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
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<tr>
<td>Security</td>
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<tr>
<td>Other</td>
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<td><strong>Total Other Expenses:</strong></td>
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<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
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</thead>
<tbody>
<tr>
<td>Expense per unit:</td>
<td>$ 4508</td>
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<td>Expense to Income Ratio:</td>
<td>65.00%</td>
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<td><strong>Total Annual Expenses:</strong></td>
<td>$ 324,580</td>
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<table>
<thead>
<tr>
<th>NET OPERATING INCOME (before debt service)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Loan</td>
<td>$ 130,073</td>
</tr>
<tr>
<td><strong>Total Annual Debt Service:</strong></td>
<td>$ 130,073</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET CASH FLOW</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Annual Debt Service:</strong></td>
<td>$ 44,703</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [ ]

2/27/2020
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
April 29, 2020

Emanuel Glockzin
HWY 79 Senior Living, Ltd.
4500 Carter Creek Parkway, Ste. 101
Bryan, Texas 77802

RE: STATUS OF 2020 COMPETITIVE HOUSING TAX CREDIT APPLICATION 20295 HWY 79 SENIOR LIVING, HENDERSON

Dear Mr. Glockzin:

The Texas Department of Housing and Community Affairs (“the Department”) is in receipt of the application submission indicated above. Staff review indicates that the Application has a number of threshold deficiencies under 10 TAC §11.204(9) related to architectural drawings, including but not limited to those listed below.

1. While the Feasibility Report included a Development Site Plan, neither that site plan nor the Application included the information required under §11.204(9)(A) subclauses (i) – (xii);
2. the Application did not include building floor plans, as required by §11.204(9)(B);
3. the Application did not include Unit floor plans, as required by §11.204(9)(C), and;
4. the Application did not include building elevations, as required by §11.204(9)(D).

Per 10 TAC §11.1(d)(78) related to Material Deficiency, staff has determined individually and collectively, that the listed deficiencies are properly characterized as constituting Material Deficiencies. Accordingly, the Application is terminated, pending the Applicant’s ability to appeal.

An appeal process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in 10 TAC §11.902 of the 2020 QAP. Should you choose to appeal this decision to the Executive Director, you must file your appeal, in writing, with the Department not later than seven (7) calendar days after the date of this letter. If you are not satisfied with the decision of the Executive Director or if the Executive Director does not respond, you may file a further appeal.
appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §11.902 of the 2020 QAP for full instructions on the appeals process.

If you have any questions or concerns, please contact me at 512-475-1676 or by email at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Multifamily Finance Director
Betsy and Emanuel:

I did not notice that the date on the letter I sent you on April 30 was not revised and reads April 29, and I apologize for the error. The letter should be dated April 30 as that is the date on which it was provided to the Applicant, and the due date for the appeal is May 7.

Regards,

Sharon D. Gamble MSW, PMP
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834
https://www.tdhca.state.tx.us/multifamily/housing-tax-credits-9pct/index.htm

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §11.2(a)).

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

OMG!! I'm looking at the application online and the PDF doesn't have the architecture drawings submitted.

Completely an over site HUMAN error! Just can't believe that happened.

On 4/30/2020 12:22 PM, Sharon Gamble wrote:

No, you did not.

Regards,
Let us know how we are doing! Take the 2020 TDHCA Customer Service Survey here: https://www.surveymonkey.com/r/TDHCAsurvey2020

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From: Betsy Brown <bbrown@edgproperties.net>
Sent: Thursday, April 30, 2020 12:17 PM
To: Sharon Gamble <sharon.gamble@tdhca.state.tx.us>
Subject: Re: 20295 Application Status

I'm really confused. Our office never received a deficiency for this application or had any idea this application was being reviewed.

Did we miss something?

Thanks,

Betsy Brown

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On 4/30/2020 12:08 PM, Sharon Gamble wrote:

Please find attached a notice regarding your appeal.

Regards,

Sharon D. Gamble MSW, PMP
Competitive (9%) Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
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Betsy Brown
Pinnacle Homestead Management, Inc.
979-846-8878
979-846-0783 - FAX

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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